

**CITY OF LOS ANGELES**  
**INTER-DEPARTMENTAL MEMORANDUM**

Date: Jul 11, 2023

To: Honorable City Council  
c/o City Clerk, Room 395  
Attention: Honorable Heather Hutt Chair, Transportation Committee

From: Connie Llanos, Interim General Manager   
Department of Transportation Jay Kim (Jul 18, 2023 13:40 PDT)

**Subject: AUTHORITY TO ISSUE A REQUEST FOR PROPOSAL FOR TRANSIT MARKETING SERVICES**

**SUMMARY**

The Los Angeles Department of Transportation (LADOT) requests authorization to release a Request for Proposals (RFP) for the provision of Transit Marketing Services.

**RECOMMENDATION**

AUTHORIZE the LADOT General Manager to release a RFP for the provision of Transit Marketing Services.

**BACKGROUND**

The LADOT Transit Division seeks to enter a contract to provide Transit Marketing Services needed for operation of LADOT Transit’s marketing, branding, communications, and website management.

The City of Los Angeles Department of Transportation is seeking proposals from qualified firms to manage the operation of LADOT Transit’s marketing, branding, communications, and website management efforts. The City uses the Request for Proposal (RFP) procurement method to secure a firm’s services for a five-year (5) term contract.

LADOT has outsourced marketing and communications of its transit programs through partnering with qualified contractors for its various transit programs since 1986. LADOT Transit is the operating division of the City of Los Angeles Department of Transportation responsible for providing commuter buses, neighborhood circulator buses, on-demand first-mile/last-mile service, and accessible transportation for seniors and the disabled.

By leveraging the use of contractors through the RFP procurement process, LADOT Transit has developed a brand identity for its transit services. These marketing initiatives have involved a comprehensive approach, incorporating various channels such as digital advertising, social media campaigns, targeted outreach, and community engagement events.

The current contract for Transit Marketing Services has been approved by City Council for an extension through July 1, 2024. LADOT desires to release a RFP on Jul 25, 2023 .

## **DISCUSSION**

Transit Marketing Services are a critical component of Transit operations. A contract lapse will cause project delays and result in public transportation concerns. With the current contract set to expire, it is imperative that LADOT establish a new contract to ensure uninterrupted Transit Marketing Services operations for the benefit of the public.

## **FISCAL IMPACT**

Services provided by the Transit Marketing contract are funded by Proposition A, Fund 385, Account 240 and 442, which are allocated annually in the City Budget. There is no impact on the General Fund.

# REQUEST FOR PROPOSALS

TRANSIT MARKETING SERVICES

RFP# 209079



**CITY OF LOS ANGELES  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF TRANSIT SERVICES**

**Caltrans Building  
100 South Main Street, 10th Floor  
Los Angeles, California 90012**

**Date Issued:** Thursday, August 31st, 2023

**Mandatory Pre-Proposal Meeting:** Wednesday, September 13th, 2023 at 10:00 AM (PST)

**Submission Deadline:** Thursday, October 12th, 2023 at 2:00 PM (PST)

## RFP OVERVIEW

<b>DATE ISSUED:</b>	Thursday, August 31st, 2023
<b>RFP NUMBER:</b>	RAMPLA Opportunity #209079
<b>TITLE:</b>	Transit Marketing Services
<b>DESCRIPTION:</b>	The City of Los Angeles Department of Transportation is seeking proposals from qualified and licensed firms to manage and operate the City's Transit Marketing Services, which includes transit marketing, branding, public communication, community outreach, website management and management of transit bus stop signage.
<b>PRE-PROPOSAL CONFERENCE:</b>	Wednesday, September 13th, 2023, at 10:00 AM(PST) Via Zoom Platform Please register to receive the Zoom link at the following form: <a href="https://us02web.zoom.us/webinar/register/WN_KhzebD19QaOu6PG0QyiCyw">https://us02web.zoom.us/webinar/register/WN_KhzebD19QaOu6PG0QyiCyw</a> no later than Tuesday, September 12th, 2023 at 2:00 PM PST
<b>BIP OUTREACH DEADLINE:</b>	Business Inclusion Program (BIP) Outreach must be completed fifteen (15) days before the Proposal Deadline, on Wednesday, September 27 <sup>th</sup> at 11:59 PM (PST). Refer to Appendix A for Program information and outreach instructions. <u>Failure to complete the BIP Outreach Process will result in proposals being deemed non-responsive.</u>
<b>QUESTIONS:</b>	The deadline for questions is Wednesday, September 27th, 2023, at 2:00 PM (PST). Proposers may submit questions regarding this RFP by Google Form All questions and answers will be made available to all Proposers on the RAMPLA website at: <a href="http://www.rampla.org">www.rampla.org</a> . LADOT will give no individual responses.
<b>PROPOSAL DEADLINE:</b>	Thursday, October 12th, 2023, 2:00 p.m. PST.
<b>PROPOSAL DELIVERY ADDRESS:</b>	LADOT will not accept any hard copy responses, including hand-delivery, USPS, or mail courier. All solicitation responses must be received by the deadline stated above and submitted electronically through Hightail ( <a href="https://www.hightail.com/pricing">https://www.hightail.com/pricing</a> ) to <a href="mailto:lindsey.estes@lacity.org">lindsey.estes@lacity.org</a> with a copy to <a href="mailto:beverly.flynn@lacity.org">beverly.flynn@lacity.org</a> . The file name must contain the respondent company name, RFP#209079, and Project name (e.g. LADOT_RFP#209079TransitMarketingServices_Proposal).
<b>PROJECT MANAGER:</b>	Kay Sasaki Supervising Transportation Planner I <a href="mailto:Kay.sasaki@lacity.org">Kay.sasaki@lacity.org</a>
<b>RFP ADMINISTRATOR:</b>	Lindsey Estes LADOT Department Contract Coordinator <a href="mailto:lindsey.estes@lacity.org">lindsey.estes@lacity.org</a>

# Table of Contents

- 1. Introduction and Background ..... 1
  - 1.1 Objective of the Request for Proposal..... 1
  - 1.2 LADOT Marketing Program Background..... 1
  - 1.3 Description of Existing LADOT Transit Services ..... 1
    - 1.3.1 Downtown DASH..... 1
    - 1.3.2 Community DASH..... 2
    - 1.3.3 Commuter Express..... 2
    - 1.3.4 Cityride..... 2
    - 1.3.5 LAnow..... 2
    - 1.3.6 Charter Bus Program..... 2
    - 1.3.7 Griffith Parkline Shuttle ..... 3
  - 1.4 Program Goals..... 3
- 2. Schedule for RFP Process ..... 3
- 3. Personnel ..... 4
  - 3.1 Required Positions ..... 4
    - 3.1.1 Project Manager..... 5
    - 3.1.2 Web Specialist(s)..... 5
    - 3.1.3 Outreach Representative(s)..... 6
- 4. Scope of Work..... 6
  - 4.1: Marketing..... 6
    - 4.1.1 Marketing, Planning, and Development ..... 7
    - 4.1.2 Customer Satisfaction Surveys and Market Research ..... 8
    - 4.1.3 Marketing Collateral Design and Production..... 8
    - 4.1.4 Maintenance/Upkeep of LADOT of Maps/Schedules and Transit User Information ..... 10
    - 4.1.5 Translation Services & Multilingual Formats ..... 10
    - 4.1.6 Advertising Media Purchase and Ad Placement ..... 11
  - 4.2: Branding Services..... 11
    - 4.2.1 Visual Style Guide..... 11
    - 4.2.2 Transit Vehicle Branding ..... 13
    - 4.2.3 Transit Vehicle Signage & Decals ..... 13
    - 4.2.4 TAP Card Design ..... 14

4.2.5 Copyright/Trademark Services.....	14
4.2.6 Production and Printing Coordination .....	14
4.2.7 Photography and Videography .....	15
4.3: Public Communication and Community Engagement .....	15
4.3.1 Public and Community Relations .....	15
4.3.2 Outreach and Event Planning .....	15
4.3.3 Outreach Translation Services .....	16
4.3.4 Title VI Outreach Meetings .....	17
4.3.5 Operation, Maintenance, and Safekeeping of LADOT Mobile Sales Van .....	18
4.3.6 Social Media Strategy.....	18
4.3.7 LADOT Transit Social Media Engagement Report.....	19
4.4: Website Management .....	19
4.4.1 Ownership Transition.....	20
4.4.2 Hosting and Domain.....	20
4.4.3 Content Management System (CMS) Transition .....	21
4.4.4 Website Content .....	21
4.4.5 Web Tools and Technical Requirements.....	22
4.4.6 Charter Bus Online Reservation Support .....	23
4.4.7 Training for LADOT Staff .....	23
4.4.8 Support and Availability .....	24
4.4.9 Data Security and Policy Adherence .....	24
4.4.10 Email Hosting and Email Account Creation.....	25
4.5: Project Management & Reports .....	25
4.5.1 Project Kick-off Meeting .....	25
4.5.2 Work Plan and Start Up Plan.....	26
4.5.3 Document Management System .....	26
4.5.4 Meetings & Status Reports .....	26
4.5.5 Monthly Status Report .....	27
4.5.6 Other Required Reports.....	27
4.5.6.1 Market Research and Surveys Report.....	27
4.5.6.2 Marketing Campaign Engagement.....	27
5. Performance Standards .....	28
5.1 Service Performance Standards and Performance Penalties .....	28

5.1.1	Performance Penalties Amount Deducted from Contractor Monthly Invoices .....	29
6.	Proposal Format & Submission .....	30
6.1	Proposal Content .....	30
6.1.1	Cover Letter.....	30
6.1.2	Table of Contents.....	31
6.1.3	Company Profile.....	31
6.1.4	Proposer Qualifications.....	31
6.1.5	References .....	32
6.1.6	Staffing and Organization .....	32
6.1.7	Work Portfolio.....	33
6.1.8	Cost Proposal .....	33
6.1.9	City Contracting Requirements.....	34
6.1.10	Financial Background .....	34
6.2	Submitting Proposals .....	34
6.3	Pre-Proposal Conference .....	35
6.4	RFP Addenda/Clarifications .....	36
6.5	Acceptance of Terms and Conditions .....	36
6.6	Proposal Conditions and Limitations .....	36
6.7	Conference During the Proposal Period .....	36
6.8	Terms of Withdrawal .....	36
6.9	Execution of Proposals.....	36
6.10	Disposition of Proposals.....	37
6.11	Limitations.....	37
7.	Evaluation & Selection Process.....	37
7.1	Evaluation Committee .....	38
7.2	Mandatory Requirements.....	38
7.3	Evaluation Criteria.....	38
7.3.1	Qualification of Firm (25 points) .....	38
7.3.2	Qualification of Staff (25 points).....	39
7.3.3	Quality of Submitted Portfolio (25 points) .....	39
7.3.4	Cost Effectiveness (25 Points).....	39
7.4	Oral Interview .....	40
7.5	Evaluation and Forced Ranking.....	40

7.6	Local Business Preference Program Ordinance .....	40
8.	Terms of the Contract .....	41
9.	Compensation .....	41
10.	General Terms and Conditions.....	42
10.1	Standard Provisions for City Contracts .....	42
10.2	City Contracting Requirements.....	42
10.3	Insurance Requirements.....	42
10.4	Executive Directive 35 Requirements .....	42
10.5	COVID-19 Vaccination Requirement.....	43
10.6	Contractor Non-Compliance of Scope of Work .....	43
10.7	Project Findings and Ownership of Work Produced by the Contractor .....	43
10.8	Evaluation of City Personal Services Contractors .....	43
11.	Protest Procedures .....	44
11.1	Protest Timeline and Submission.....	44
11.2	Protest of Content.....	44
11.3	Protest Against Another Respondent .....	45
11.4	Contract Compliance Protest .....	45
11.5	Selection Process Protest.....	45
11.6	Protest Review Process.....	45
11.7	Protests and Subcontractors.....	46
12.	General City Reservations .....	46
12.1	.....	46
12.2	.....	46
12.3	.....	46
12.4	.....	46
12.5	.....	47
12.6	.....	47
12.7	.....	47
12.8	.....	47
12.9	.....	47
12.10	.....	47
12.11	.....	47
12.12	.....	48

12.13 ..... 48  
12.14 ..... 48  
13. Exhibits ..... 49  
14. Appendixes ..... 50  
15. Forms: Cost Component Forms ..... 51

# 1. Introduction and Background

## 1.1 Objective of the Request for Proposal

The City of Los Angeles Department of Transportation (hereinafter known interchangeably as the “City” or “LADOT”) interchangeably throughout this Request for Proposal) is seeking proposals from qualified firms to manage the operation of LADOT Transit’s marketing, branding, communications, and website management efforts. The City uses the Request for Proposal (RFP) procurement method to secure a firm’s services for a five-year (5) term contract. The Proposer (herein known as “Proposer, “Contractor,” or “Firm” interchangeably throughout this RFP) shall demonstrate past and present ability to fulfill the requirements established by this RFP.

The City will select one (1) Contractor to fulfill all the tasks outlined in Section 4 – Scope of Work. The selected Firm can utilize subcontractors to assist with meeting the tasks and objectives defined in the scope of work. The Firm shall provide details on how the Contractor will most effectively accomplish the essential tasks, including the deliverables. The Firm should also include any details on any proposed optional work that would help further the goals of the program and this RFP.

## 1.2 LADOT Marketing Program Background

LADOT has outsourced marketing and communications of its transit programs through partnering with qualified contractors for its various transit programs since 1986. LADOT Transit is the operating division of the City of Los Angeles Department of Transportation responsible for providing commuter buses, neighborhood circulator buses, on-demand first-mile/last-mile service, and accessible transportation for seniors and the disabled.

By leveraging the use of contractors through the RFP procurement process, LADOT Transit has developed a brand identity for its transit services. These marketing initiatives have involved a comprehensive approach, incorporating various channels such as digital advertising, social media campaigns, targeted outreach, and community engagement events.

## 1.3 Description of Existing LADOT Transit Services

This section contains a general description of LADOT’s transit services. LADOT currently operates the following services: Downtown DASH, Community DASH, Commuter Express, Cityride Dial-a-Ride, and LAnow, Charter Bus Program, and the Griffith Parkline Shuttle. Proposers can find the current operational status and further information regarding these services at [www.ladottransit.com](http://www.ladottransit.com). For more information on LADOT Transit service’s operational characteristics, see Exhibit 2 - LADOT Annual Agency Profile 2021 (NTD). The following sections briefly describe each of LADOT’s mobility programs and services.

### 1.3.1 Downtown DASH

The Downtown DASH is a fixed-route shuttle and feeder bus service that serves the City of Los Angeles's downtown core. There are currently five (5) DASH routes (DASH A, B, D, E, and F) operating every day of the week, excluding holidays. Ridership on the DASH Downtown system is heavily utilized for morning and

afternoon service by Downtown commuters connecting between employment places and the regional bus and rail systems.

### **1.3.2 Community DASH**

LADOT Transit provides an extensive network of community-based, fixed-route shuttle bus services that enhance residents' mobility in the City of Los Angeles. The Community DASH services provide frequent and convenient bus service in 27 neighborhoods across the City of Los Angeles. Each route is designed to serve travel within that neighborhood and to connect to other regional transit services such as the Los Angeles County Metropolitan Transportation Authority (Metro) Rapid and local bus routes, Metro rail lines, and Metrolink train stations.

### **1.3.3 Commuter Express**

The Commuter Express Services provide a line-haul weekday peak-hour service to job centers. Commuter Express routes generally operate between 5:30 a.m. and 8:30 a.m. and then between 3:30 p.m. and 7:00 p.m. on weekdays only, except for Commuter Express Route 142, which runs all day every day. Headways typically vary from 15 to 60 minutes among the fourteen (14) Commuter Express lines.

In addition to the Commuter Express Routes, the Union Station/Bunker Hill Shuttle, operating from Union Station's Bus Stop Number 2 on the Patsaouras Transit Plaza, operates weekdays, except on holidays, during peak hours beginning at 6:43 a.m. and ending with the last run at 9:00 a.m. in the mornings and from 3:00 p.m. until approximately 6:15 p.m. with thirty (30) minute headways.

### **1.3.4 Cityride**

Cityride paratransit program offered by the City of Los Angeles, providing essential transportation services to seniors and the mobility challenged with dial-a-ride (DAR) vans, taxis, and discounted fares on conventional transit services. The Cityride DAR provides subsidized transportation to eligible participants who live in the City of Los Angeles and select areas of Los Angeles County's unincorporated areas. The Cityride DAR consists of demand-responsive curb-to-curb paratransit service and two (2) semi-fixed service routes, the Via Marisol Connector and the Park La Brea Connector.

### **1.3.5 LAnow**

LAnow is an on-demand shared ride service operating in the Del Rey, Mar Vista, Venice Beach, and Palms communities launched in 2020. Customers can make reservations and payments through the LAnow smartphone app, online, or through the LAnow call center. Once reserved, customers meet the shuttle at the scheduled LAnow pick-up/drop-off point, which is never more than a few blocks away. LAnow also has a Rideshare Hub at the Palms Metro E line (Expo) Station.

### **1.3.6 Charter Bus Program**

The Charter Bus Program provides trips to assist senior, youth, and mobility-challenged groups in the City of Los Angeles with free or subsidized charter bus services to attend educational, recreational, or cultural events in the region. Events/destinations include beaches, amusement parks, mountains, museums, theaters, and sporting events. Service is provided on coach buses, school buses, and wheelchair-accessible

vehicles and is available throughout the year on a first-come, first-served basis. Groups may request a bus trip through the City Council District Office serving their area.

### 1.3.7 Griffith Parkline Shuttle

The Griffith Parkline Shuttle is a transit service provided in partnership with the City of Los Angeles Department of Recreation and Parks. This service connects passengers to destinations throughout Griffith Park, such as the Autry Museum, LA Zoo, and the Observatory. This service is free of charge and operates on the weekends only.

## 1.4 Program Goals

The goals of the Transit Marketing Program are:

- To increase public awareness of LADOT Transit services and programs as a dependable and convenient means of transportation in the Los Angeles region.
- To increase the use of LADOT Transit services and programs by promoting the use of LADOT transit services to new and existing riders through the implementation of various marketing strategies.
- To maintain and strengthen LADOT Transit’s reputation as a reliable, equitable, and customer-oriented public transit operator.

These services that the selected Contractor will provide LADOT - which will be elaborated in (Section 4 - Scope of Work) - will consist broadly of the following:

- Marketing of LADOT Transit programs and services
- Branding management of LADOT Transit services
- Public communication and community engagement
- Website management of LADOT Transit’s existing home page

## 2. Schedule for RFP Process

This schedule indicates estimated dates for the RFP process. LADOT may adjust this schedule as needed.

Request for Proposals Published	Thursday, August 31st, 2023 at 2 pm (PST)
Deadline to Protest RFP Content	Thursday, September 7th, 2023 at 2 pm (PST)
Mandatory Pre-Proposal Conference	Wednesday, September 13th, 2023 at 10 am (PST)
BIP Outreach Deadline	Wednesday, September 27th, 2023 at 11:59 pm (PST)
Final Day for Written Questions	Wednesday, September 27th, 2023 at 2 pm (PST)
Responses Posted	Tuesday, October 3rd, 2023 at 2 pm (PST)
Proposals Due	Thursday, October 12th, 2023 at 2 pm (PST)
Proposer Interviews (as-needed only)	Tuesday & Wednesday, October 17 <sup>th</sup> & 18 <sup>th</sup> , 2023
Recommendation of Contract Award	June, 2024

Deadline to Protest Selection Process	Protests must be sent by certified mail and postmarked no later than seven (7) calendar days after RAMPLA's notification to Proposers of a change in the solicitation status to "bidder selected."
Contract Start Date	July 1st, 2024

### 3. Personnel

The Contractor shall be solely responsible for maintaining an adequate labor force and the satisfactory work performance of all employees as described by this RFP or any reasonable performance standard established by the City.

The Contractor will be required to comply with the City's Living Wage Ordinance and Worker Retention Ordinance. Rules and Regulations regarding the Living Wage and Worker Retention Ordinances are included in Appendix A, Section I.J.

The Contractor is responsible for payment of wages, benefits, and subcontractors' costs and must comply with City of Los Angeles employment-related requirements. More information regarding these requirements are contained in Appendix A. Without any additional expense to the City, the Contractor must comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security. The Contractor must defend, indemnify and hold the City harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices. The City has the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Contractor.

Upon awarding the Contract and during the term of the agreement, the Contractor is responsible for notifying the City in writing of any new hires or reassignments of management project personnel changes and any changes in proposed personnel duties or hours that deviate from the original proposal. The City reserves the right to approve any changes in the Proposer's proposed key project staff and any changes in the proposed personnel duties or hours.

The Firm shall provide a Staffing Plan in the proposal that describes the performance and function of all supervisory personnel and other key personnel in detail. An essential component of this plan should be a list of positions necessary to support the service provision (Refer to Section 6.1.6 – Staffing and Organization).

#### 3.1 Required Positions

Proposers have discretion in creating the staffing levels for this RFP but are required to have the following positions at a minimum, outlined below: Project Manager, Web Specialist(s), and Outreach Representative(s).

### **3.1.1 Project Manager**

The Contractor shall assign one full-time Project Manager who will oversee the proper operation of the Transit Marketing Program. Due to the Project Manager position's critical role, it is required that this person be identified and their resume included in the Firm's response to this RFP. The Project Manager must have a minimum of three (3) years of experience managing and supervising projects similar in size and complexity. The City reserves the right to approve any Project Manager change for this service. The Project Manager is responsible for day-to-day project activities and should be a direct report to the Firm's Principal.

The duties of the Project Manager include, but are not limited to, the following:

- Planning, implementing, managing, monitoring, and upgrading LADOT Transit's website
- Responding to and troubleshooting website issues
- Acting as the primary liaison between the Contractor and LADOT.
- Communicating and overseeing the delivery of project tasks outlined in the Scope of Work
- Providing deliverable timelines and monitoring the progress of deliverables
- Attending LADOT Transit Monthly Marketing Meetings as well as other City meetings as needed
- The project manager is tasked with the responsibility of ensuring the timely delivery of the monthly invoice.

The Project Manager must be available to meet with or respond to inquiries from the LADOT Transit staff Monday through Friday between 8:00 AM and 5:00 PM. In the event the Project Manager cannot be reached, the Contractor shall identify and assign an alternate or backup person to fulfill the Project Manager's duties.

### **3.1.2 Web Specialist(s)**

The Contractor shall assign a minimum of one full-time Web Specialist. Due to the critical nature of the Web Specialist's role, it is required that this individual's resume be included in the Proposer's response to this RFP (Section 6.1.6). The City reserves the right to approve any change of the Web Specialist for this service during the contract term that results from this RFP.

The duties of the Web Specialist include, but are not limited to, the following:

- Planning, implementing, managing, monitoring, and upgrading LADOT Transit's website
- Responding to and troubleshooting website issues
- Identifying and responding to all website security breaches
- Enabling the appropriate security measures
- Regularly updating HTML, CSS, JavaScript, and or any coding language used to build the website
- Conducting regularly scheduled tests to ensure website quality and efficiency
- Improving the user experience of the website
- Collaborating with LADOT Staff to ensure that the website aligns with brand strategy

- Ensuring the website meets LADOT Transit’s standards (Section 4.4.10) and is in compliance with all applicable laws and regulations and keeping up-to-date with industry best practice.

A Web Specialist must be available to meet with or respond to inquiries from LADOT Transit Monday through Friday between 8:00 AM and 5:00 PM. In the event the Web Specialist cannot be reached, the Contractor shall identify and assign an alternate or backup person to fulfill the Web Specialist’s duties.

### **3.1.3 Outreach Representative(s)**

The Contractor shall assign a minimum of (2) two Outreach Representatives available to staff any public outreach events that LADOT Transit attends or conducts on standby basis, with billable hours determined by the City, or through a subcontractor. Outreach Representatives shall be knowledgeable of LADOT Transit services and programs and be adept at customer service and public engagement. Outreach Representatives shall be adept at appropriately engaging with the public as a representative of LADOT Transit. It is strongly encouraged for the Contractor to hire bilingual staff for outreach events - ideally in Spanish and English. Each staff member conducting outreach activities must be able to engage and communicate with people with limited English Proficiency. The full-time or part-time status of Outreach Representatives is at the Contractor's discretion.

Outreach Representative's responsibilities will include but are not limited to the following:

- Conducting public outreach
- Performing community engagement
- Disseminating Information
- Coordinating outreach events
- Administering and collecting surveys and feedback
- Providing support for outreach events
- Multilingual support
- Transit user support

## **4. Scope of Work**

Below are the tasks that are to be performed by the selected Proposer. The Proposer may propose additional work that may better effectuate the goals of this RFP. The Contractor is responsible for operating in compliance with the governmental codes, regulations, and directives applicable to such programs and as defined in this RFP, addendums, and contract agreement. In the event of the City requesting additional services not originally stated in the scope of work under this RFP, the City may, at its discretion, issue a task order to the Contractor as a below-the-line item cost. The Contractor shall provide a cost estimate of the scope of work requested in the task order and the City shall have discretion on whether to proceed with the additional task(s).

### **4.1: Marketing**

LADOT Transit seeks to explore and implement a variety of cost-effective marketing strategies. The focus of LADOT’s marketing programs is to improve the public’s image and understanding of LADOT and

promote LADOT's operations, plans, and economic impact in the community. The Contractor shall plan, create, and implement marketing programs utilizing digital and traditional marketing strategies to promote existing and planned transit services and programs to the general public, customers, and stakeholders subject to the approval of LADOT.

#### **4.1.1 Marketing, Planning, and Development**

The Contractor will collaborate with LADOT Transit Staff to develop and implement diverse marketing plans and campaigns, aiming to enhance public awareness and foster a positive perception of LADOT Transit as both a public service and a reputable brand.

The Contractor shall be responsible for providing marketing plans and campaigns that effectively promote and encourage the utilization of LADOT Transit services by the community. The Contractor's marketing plans and campaigns shall incorporate the following, but are not limited to:

- The promotion of existing and future transit services, routes, transit programs
- Existing and future fare payment modes
- The promotion of existing of Transit customer tools such as real-time arrival feature
- Transit rider behavior campaigns.

The Contractor shall be experienced in digital and traditional marketing methods and recommend appropriate marketing opportunities to LADOT Transit. The Contractor shall provide project-based support, which may include, but is not limited to, strategic planning, copywriting, design, production, preparation, and editing of any necessary artwork prepared by the City. The Contractor shall have a graphic design staff member assigned to design artwork.

As part of this task, the Contractor is required to provide a comprehensive report (Marketing Impact Analysis) assessing the effectiveness of any marketing initiatives that are executed. This report will serve as a valuable tool for evaluating the impact of the implemented marketing plans and campaigns. The report shall be in a narrative format which includes an analysis and summary of relevant data, including ridership numbers, customer feedback, and any other pertinent metrics, to determine the success of the implemented strategies.

#### *Deliverable(s):*

- *The Contractor shall deliver a draft Marketing Plan within one (1) month after LADOT staff agrees to initiate a marketing campaign*
- *The Contractor shall deliver a Final Marketing Plan by two (2) weeks after the draft is submitted*
- *The Contractor shall deliver a Draft of Marketing Impact Analysis within two (1) month after the conclusion of the marketing campaign*
- *The Contractor shall deliver a Final Marketing Impact Analysis within two (2) weeks after the draft is submitted*

#### **4.1.2 Customer Satisfaction Surveys and Market Research**

LADOT requires the Contractor to conduct onboard customer satisfaction surveys at regular intervals of at least every two years. The surveys are used to assess the level of customer satisfaction and feedback from LADOT Transit's customers. The Contractor will be responsible for designing comprehensive surveys in multilingual format as outlined in Section 4.1.5. The surveys will capture key insights regarding the quality of service, customer experiences, and areas for improvement on LADOT's transit services. The Contractor will be required to hire staff to conduct the multilingual surveys.

After the administration of the customer satisfaction surveys are completed, the Contractor shall collect and process each of the individual survey results to produce data sets for future market research by LADOT. The Contractor will prepare a report to LADOT with the analysis and summary of the results and include key insights as well as demographic, income, auto-ownership, travel behavior, and safety perception trends.

On an as-needed basis, LADOT may request the Contractor to perform market research by conducting additional surveys, or other market research methods LADOT has designated, such as online surveys, on-street surveys, focus group studies of transit users and operators. The Contractor shall advise LADOT on the most comprehensive and cost-effective methodology for market research. The studies should be conducted consistently with other studies LADOT Transit has conducted in the past, allowing utilization and comparison with similar studies or related research. The Contractor shall conduct market research and surveys to identify marketing opportunities, public perception, transit ridership behavior, service changes, and problems on a as needed basis.

##### *Deliverable(s):*

- *The Contractor shall deliver approved methodology for conducting research and surveys by one (1) month after LADOT staff instructs the Contractor to initiate a survey*
- *The Contractor shall draft questionnaires within two (2) weeks after the survey methodology is approved*
- *The Contractor shall deliver Final survey questionnaires within two (2) weeks after the draft questionnaire is submitted*
- *The Contractor shall deliver survey results (raw and summarized) by one (1) month after the survey administration has conclude*
- *The Contractor shall deliver survey results analysis and trend report by two (2) months after the survey administration has concluded*
- *The Contractor shall provide a list of hired field staff to conduct bi-annual ridership surveys*

#### **4.1.3 Marketing Collateral Design and Production**

The Contractor shall design and produce print and digital collateral for LADOT's Transit Services. The Contractor will be responsible for developing and designing all collateral materials for customer outreach, public information dissemination, and advertising/promotional campaigns. These responsibilities include, but are not limited to, designing and preparing illustrations, layouts, brochures, and other collateral materials needed to deploy LADOT Transit marketing and communication efforts effectively.

The City requests graphic design services, which may include, but is not limited, the following materials:

- Brochures
- Bus Timetables and Maps
- Bus Stop Signage
- Direct Mail
- Digital and Print Ads
- Fare Media Design
- Flyers
- Marketing Campaign Art
- On-board Displays
- On-Street Static Signage
- On-Board Bus Cards
- Promotional Giveaways and LADOT Transit Merchandise
- Public Outreach Materials
- Signage
- Social Media Images & Videos
- Special Event Materials
- Survey Instrument
- Templates for Mobile Applications
- Templates for web pages
- Transit System Map
- Visual Style Guide
- Website Design and Updates
- Miscellaneous Graphic Design needs

The Contractor shall provide draft samples of all collateral materials and/or artwork created for marketing campaigns designated by LADOT. The artwork must include written specifications for production (i.e., paper stock, color, instructions, etc.). Materials and/or artwork shall be subject to the Service Performance Standards and Performance Penalties (Section 5.1). Before materials or artwork is sent for production, the Contractor shall obtain approval from LADOT Transit Staff.

All visual material produced on behalf of LADOT by the Contractor shall be consistent with the Visual Style Guide in Section 4.2.1 and LADOT Transit's visual identity. For all printed material and artwork approved by LADOT to be produced, the Contractor shall coordinate with LADOT (Section 4.2.6). Digital material and artwork approved by LADOT sent for production and upload shall follow the procedures set by the Content Management System (Section 4.4.3).

*Deliverable(s):*

- The Contractor shall deliver *Draft and Final Collateral Materials to specified location*

#### **4.1.4 Maintenance/Upkeep of LADOT of Maps/Schedules and Transit User Information**

The Contractor shall be responsible for the design, production, and maintenance of maps and schedules for the individual services LADOT Transit provides. The Contractor is expected to work with LADOT on a daily basis to continuously maintain and update these maps and schedules to provide transit users with accurate up to date information.

For fixed-route transit services with individual routes such as the DASH or Commuter Express, the maps shall include a schedule/timetable along with a corresponding map of the area the route passes through. Maps and schedules approved by LADOT for production will be coordinated through the City's Publishing Services Bureau (Section 4.2.6) for all printed materials, and digital maps and schedules shall be uploaded via the Content Management System (Section 4.4.3).

In addition, the Contractor shall also manage a LADOT Transit system-wide map. The system-wide map shall incorporate all LADOT Transit routes. A separate map shall be made for each mode (DASH, Commuter Express, and LAnow). During the duration of the contract, this map shall remain up to date, be available in print and digital forms, and appear on the LADOT Transit home webpage [www.ladottransit.com](http://www.ladottransit.com). The Contractor shall ensure the system-wide map is updated on a quarterly basis at a minimum to reflect any changes made to existing routes or the introduction of new routes.

##### *Deliverable(s):*

- *The Contractor shall deliver LADOT Transit system-wide map in print and digital format*
- *The Contractor shall provide individual schedule and map for all LADOT transit routes in print and digital format*
- *The Contractor shall provide regular maintenance and upkeep of all route maps for accuracy*

#### **4.1.5 Translation Services & Multilingual Formats**

The diversity of LADOT's service area requires multilingual communication. The Contractor shall provide multi-language translation services for collateral material described in 4.1.3 on an as needed basis. The Contractor shall have knowledge of Title VI regulations (Title VI of the Civil Rights Act of 1964) in providing marketing collateral and communication materials in the appropriate languages to the City. Specifically, in preparing translation collateral materials, the Contractor shall ensure LADOT Transit will comply with the U.S. Department of Justice (DOJ) Safe Harbor Provision in determining the appropriate languages in need of the translation for vital documents. The DOJ Safe Harbor Provision identifies each eligible Limited English Population (LEP) language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered in a service area. The Contractor shall refer to U.S. Census linguistic isolation data in determining LEP language groups.

Upon request of LADOT Transit, the Contractor will provide translation services at outreach events. Recognizing the diverse community served by LADOT Transit, the Contractor understands the importance of effective communication with individuals who may require language assistance. By offering translation services, the Contractor ensures that language barriers do not hinder the dissemination of critical information or the engagement of community members at outreach events. This commitment to

inclusivity allows LADOT Transit to reach a broader audience and promote equitable access to its services, fostering a sense of belonging and understanding within the community. The Contractor shall track and provide reports of translation services to LADOT.

*Deliverable(s):*

- *The Contractor shall be responsible for translating a variety of outreach materials, including brochures, flyers, posters, newsletters, social media posts, website content, and any other relevant documents on an as needed basis, in languages required to be in compliance with Title VI regulations. These translations should accurately convey the intended message while considering cultural nuances and sensitivities.*
- *The Contractor shall provide reports of translation services as required by Title VI regulations*

#### **4.1.6 Advertising Media Purchase and Ad Placement**

The Contractor shall make recommendations to LADOT for effective advertising media purchases and ad placement, in part based on the Marketing Plan (4.1.1), as well as the target audience, project objectives, media analyses, and available resources. The Contractor will provide insight and recommendations on potential partnerships and cross-promotional opportunities with local stakeholders, other LA City departments, other local transit agencies, and or any other public-facing entities that share the core values and goals of LADOT Transit.

After the Contractor has recommended potential advertising opportunities, LADOT staff will provide the Contractor approval to proceed with purchasing and placing LADOT Transit informational and promotional campaign ads. The placement of ads shall be consistent with and reflect the norms and values of a public transportation agency and that of the City of Los Angeles.

*Deliverable(s):*

- *The Contractor shall provide a Report of ad buy opportunities*
- *The Contractor shall provide Ad space and placement of ad upon approval from LADOT staff*

## **4.2: Branding Services**

---

The Contractor will provide strategic branding and on-call graphic design services to develop and maintain the LADOT transit brand identity.

### **4.2.1 Visual Style Guide**

LADOT Transit seeks to strengthen and enhance the brand identity of LADOT Transit, establishing a consistent and compelling image that resonates with the target audience and reflects the organization's values and offerings. Under the umbrella brand of LADOT Transit, LADOT also maintains individual program brands for DASH, Commuter Express, Cityride Program, LANow, and Charter Bus Program.

The Contractor will create and maintain a digital Visual Style Guide, to maintain a consistent visual identity consistent with LADOT's current or future branding across all communication forms. The Visual Style Guide shall include the following, but not limited to, logo design, proper logo usage, representation, color scheme, approved typefaces, recommended typeface usage, and any other visual identity elements

required to produce and maintain a uniform visual identity for LADOT Transit (See Exhibit 3 - LADOT Style Guide 2017).

Upon development and adoption of the Visual Style Guide, the Contractor shall collaborate with internal stakeholders and external partners to ensure consistent application of the brand guidelines across all communications, including marketing materials, signage, website, social media, and other relevant platforms.

The Contractor will conduct a brand review within (1) one year after the contract is executed and shall conduct annual brand reviews on an as-needed basis. The brand review will assess the ongoing effectiveness and consistency of the LADOT Transit brand. A brand review is a comprehensive assessment and evaluation of a LADOT Transit's brand, its identity, positioning, messaging, and overall perception by the public and transit users. A brand review shall encompass the examination of several key elements including:

- **Brand Identity:** This involves evaluating the visual elements such as logo, color scheme, typography, and brand guidelines to ensure consistency and reflect the desired brand image.
- **Brand Messaging:** The review focuses on analyzing the brand's core messaging, tagline, value proposition, and communication strategies to ensure they effectively convey the brand's unique selling points and resonate with the target audience.
- **Brand Positioning:** This examines how the brand is positioned in the market compared to its competitors, assessing its perceived strengths, weaknesses, opportunities, and threats.
- **Brand Experience:** This evaluates the overall customer experience across different touchpoints, including website, social media, customer service, packaging, and physical environments, to ensure they align with the desired brand perception and create a positive brand experience.
- **Market Perception:** It involves gathering feedback from customers, stakeholders, and industry experts to understand how the brand is perceived in the market, including its reputation, customer satisfaction, and brand loyalty.

Based on the findings of the brand review, actionable recommendations and strategies can be developed to enhance the brand's positioning, messaging, visual identity, and overall brand experience. The goal is to strengthen the brand's impact, improve customer perception, and align the brand with the company's long-term objectives. Upon the brand review, the Contractor shall be able to make necessary adjustments which may include a refreshed visual identity for LADOT Transit, including a modernized logo and visual assets that reflect the brand essence and values.

*Deliverable(s):*

- *The Contractor shall provide Draft Visual Style Guide style guide in native and pdf formats within two (2) months after the contract is awarded and update as deemed necessary per LADOT*
- *The Contractor shall provide Final Visual Style Guide style guide in native and pdf formats within three (3) months after the contract is awarded*
- *The Contractor shall provide URL to cloud-based project folder with iconography, imagery, logos, etc., in native and pdf formats within two (2) months after the contract is awarded*

- *The Contractor shall provide Brand reviews to assess the public perception of the LADOT Transit brand on an as needed basis. The first brand review will occur within (1) one year after the contract is awarded.*

#### **4.2.2 Transit Vehicle Branding**

LADOT currently operates a wide variety of rolling stock fleets for its transit services (Section 1.3) on a regular basis. The DASH fleet comprises three hundred fifty-four (354) transit vehicles. The DASH buses are typically 30'-35' in length. The Commuter Express vehicles are typically 45-50' in length. The Cityride and LAnow services are operated with cutaway buses. Cutaway Bus are vehicles in which a bus body designed to transport passengers is mounted on the chassis of a van or light- or medium-duty truck chassis.

The Contractor shall be responsible for developing all exterior body detailing, logo decals, and paint specifications for LADOT fleet consistent with the agency design style guide (See Exhibit 4 - LADOT Transit Fleet Design Family) and Visual Style Guide (see section 4.2.1.)

LADOT Transit is currently accepting delivery of new transit vehicles and will likely continue procuring additional vehicles during the contract term. In partnership with LADOT Transit staff and bus manufacturers, the Contractor shall oversee the successful branding of these vehicles as they are added to the LADOT Transit fleet. The Contractor will provide design schematics to the vehicle manufacturer and shall in partnership with LADOT staff, verify that the manufacturer prepares the vehicle per the specified design.

*Deliverable(s):*

- *The Contractor shall provide Draft and final schematics of exterior detail, logo decals, and paint specifications for each type of transit vehicle on as needed basis as LADOT Transit receives new vehicles from manufacturers.*

#### **4.2.3 Transit Vehicle Signage & Decals**

The Contractor shall maintain, design and produce interior and exterior signage and decals for transit vehicles operating LADOT's transit services. Signage and decals to be maintained, designed, and produced include priority seating areas, signs inside buses for passenger safety, transit rider policies, or any other pertinent notices. Signage and decals produced must be in compliance with the Federal Americans with Disabilities Act (ADA) requirements and other state/regulatory statutes as required.

*Deliverable(s):*

- *The Contractor shall design and produce interior and exterior signage and decals on an as needed basis in accordance with ADA standards.*
- *The Contractor shall provide list of current decals used on LADOT Transit vehicles to be made by surveying LADOT Transit fleet within three (3) months of the initiation of this agreement. The list shall be updated as new decals or decal designs are introduced to the transit fleet.*

#### 4.2.4 TAP Card Design

LADOT currently utilizes the regional TAP card as its fare media and is authorized to produce specialized LADOT-branded TAP cards through the Los Angeles County Metropolitan Transportation Authority (Metro). LADOT intends to continue producing unique LADOT TAP cards for marketing and promotional purposes. The Contractor will produce the designs and or illustrations that will be printed on the TAP cards.

*Deliverable(s):*

- *The Contractor shall provide designs and illustrations in PDF and Illustrator format for LADOT-branded TAP cards within (1) one month of commission of a new TAP card design to LADOT Project Manager.*

#### 4.2.5 Copyright/Trademark Services

LADOT Transit has registered its unique visual identity, such as its transit brand logos. The Contractor shall advise LADOT staff on any need to copyright or trademark any part of current and future intellectual property belonging to LADOT that should be protected. In addition, the Contractor shall assist LADOT staff in registering any copyright or trademark and provide an informational inventory document such as a Google Sheet that shares details with LADOT.

*Deliverable(s):*

- *The Contractor shall provide proof of successful registration of LADOT intellectual, trademark, and or visual assets.*
- *The Contractor shall ensure that no other company is using LADOT Transit logos or name of services.*

#### 4.2.6 Production and Printing Coordination

The City's Publishing Services Bureau produces printing services for a majority of printed materials throughout LADOT's Transit's marketing program and will continue to do so during the term of this agreement. The Contractor shall work with the City's Publishing Services Bureau on behalf of LADOT Transit to gather necessary content, ensure accurate representation of information, and incorporate any feedback or revisions requested. The Contractor is expected to coordinate the timely exchange of files, proofs, and approvals needed to meet deadlines and maintain quality assurance. The Contractor shall provide printing services for collateral material in the event materials are requested earlier than the turnaround time given by the City's Publishing Services Bureau or when the printing service requested is unable to be fulfilled by the City's Publishing Service Bureau.

*Deliverable(s):*

- *Native files such as PDF and or Illustrator files to be sent to appropriate General Services Department - Publishing Services Bureau staff for printing collateral materials.*
- *Coordination of procuring printing services and printed materials such as vehicles wraps and other types of printed materials that can't be printed by the City's Publishing Services Bureau.*

#### **4.2.7 Photography and Videography**

The Contractor shall provide LADOT with photography and videography services on an as-needed basis. The range of services may include, but are not limited to, photos and/or videos for

- Social media content
- Images and or videos used for the production of collateral materials
- Infographics for the LADOT Transit website,
- Promotional materials and advertisements
- Documentation of LADOT Transit events.

LADOT reserves the right to request, obtain, and use unedited and edited copies of any photograph or video produced at no charge. The Contractor shall provide these images and videos to LADOT via Dropbox or Google Drive (or a similar file storage and sharing service) and provide LADOT with full access rights and ownership. LADOT retains all rights to use and alter all images and videos produced in this manner.

*Deliverable(s):*

- *The Contractor shall provide full-resolution digital images and video footage uploaded to Dropbox/Google Drive or similar file storage and sharing service*
- *The Contractor shall produce and edit videos/photos per LADOT's request*

#### **4.3: Public Communication and Community Engagement**

---

The Contractor shall advise and facilitate effective and strategic communication with transit riders, stakeholders, media, and the general public. The Contractor will conduct and assist with LADOT community outreach events.

##### **4.3.1 Public and Community Relations**

LADOT places high emphasis on maintaining clear and open communication with its riders and stakeholders. The Contractor shall work with LADOT's Office of External Affairs to prepare and coordinate press releases and public service announcements. The Contractor shall advise LADOT Transit on effective and strategic approaches to communicate with transit riders, stakeholders, media, and the general public upon request. In the event of an emergency or natural disaster, the Contractor shall be made readily available for immediate consultation and assistance in assisting LADOT in conveying information.

*Deliverable(s):*

- *The Contractor shall draft press releases and public service announcements in editable document formats, allowing for easy integration into various media channels and platforms.*

##### **4.3.2 Outreach and Event Planning**

LADOT Transit has developed extensive relationships with local community organizations/events such as senior centers, schools, Business Improvement Districts (BIDs), faith-based organizations, public libraries, farmers markets, and community centers.

The Contractor shall advise LADOT on the cost-effective strategies and approaches to planning marketing and outreach events in their proposal and again every (1) year after the contract is executed. The Contractor shall coordinate all outreach components, including but not limited to, scheduling, planning, securing event locations, notifying parties, and staffing for all public events designated by LADOT and ensure legal compliance with all applicable laws and regulations governing public outreach and notification.

The Contractor shall distribute and accept applications for Metro reduced fare TAP cards or other transit program applications and ensure that all applications received are accounted for and sent to Metro for processing.

The Contractor shall provide LADOT with post-event summary reports to include details such as attendance records, photographs and video footage, fare media sales (if applicable), and associated costs.

*Deliverable(s):*

- *The Contractor shall provide post-event summary reports, photographs, fare media sales report*
- *The Contractor shall plan and conduct legally mandated public outreach meetings, attendance records*
- *The Contractor shall provide strategies and approaches to planning marketing and outreach events and again every (1) year after the contract is executed*

### **4.3.3 Outreach Translation Services**

The Contractor shall provide translation services for in-person public outreach meetings to help LADOT Transit meet Title VI requirements, which is defined in Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” (65 FR 50121, Aug. 11, 2000).

This shall involve providing language accessibility support to ensure effective communication between LADOT Transit and the diverse community members present during public engagement events. The Contractor will be responsible for offering accurate and culturally appropriate interpretation services to facilitate meaningful participation and engagement. The Contractor will ensure that interpreters possess cultural sensitivity and are familiar with the cultural norms and practices of the communities they serve. This will help create a comfortable and inclusive environment for participants.

The Contractor will assess the language needs of the community members attending the outreach meetings and provide recommendations on the languages to be supported. This assessment will help ensure that interpretation services are available for the languages most commonly spoken by the target audience. Additionally, the Contractor shall adhere to all applicable language accessibility accommodations, including those mandated by government regulations and policies. This may include providing sign language interpretation, Braille materials, or other accommodations as required by LADOT as determined by census demographic information based on the zip code or census block group.

*Deliverable(s):*

- *The Contractor shall provide trained interpreters fluent in the target languages to facilitate communication during in-person public outreach meetings. The interpreters will ensure accurate and real-time interpretation between the speaker(s) and participants, conveying messages clearly and maintaining the intent and tone of the original communication.*
- *The Contractor shall supply and set up any necessary interpretation equipment, such as microphones, headsets, and language distribution systems, to enable smooth communication. They will also provide technical support during the meetings to ensure the uninterrupted operation of the interpretation equipment.*
- *The Contractor shall maintain records of the interpretation services provided, including languages supported, number of attendees, and any notable feedback or concerns received. These records will assist in evaluating the effectiveness of the language accessibility accommodations and informing future outreach efforts.*

### **4.3.4 Title VI Outreach Meetings**

The Contractor shall provide comprehensive support to the Los Angeles Department of Transportation (LADOT) in organizing and setting up legally mandated public outreach meetings in compliance with the Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. These meetings are essential to ensure non-discrimination and equitable access to LADOT programs and activities receiving Federal funds or other Federal financial assistance. The Contractor shall perform the following tasks:

- **Meeting Planning and Coordination:** The Contractor shall work closely with LADOT to plan and coordinate Title VI outreach meetings. This includes identifying suitable meeting venues, securing necessary permits, arranging logistics, and developing a detailed meeting schedule. These meetings shall be held as often as required by Title VI regulations.
- **Language Accessibility Accommodations:** Pursuant to Section 4.3.3, Contractor shall provide language accessibility services, including interpretation and translation, to ensure effective communication with participants who have limited English proficiency. This will involve assessing the language needs of the attendees and ensuring qualified interpreters are available for the languages most commonly spoken by the target audience.
- **Public Notice and Invitation:** The Contractor shall assist LADOT in developing and disseminating public notices and invitations for the Title VI outreach meetings. This may involve translating and distributing materials, leveraging various communication channels (e.g., websites, social media, local newspapers), and collaborating with community organizations to reach a diverse range of participants.
- **Meeting Facilitation:** The Contractor shall provide trained facilitators who are knowledgeable about Title VI requirements and skilled in fostering inclusive and respectful discussions. Facilitators will ensure that all attendees have the opportunity to provide input, ask questions, and share their experiences related to the LADOT programs and activities.
- **Documentation and Reporting:** The Contractor shall maintain accurate records of the Title VI outreach meetings, including attendance logs, minutes of the meetings, and any feedback or concerns raised by participants. These records will be compiled into comprehensive reports

to demonstrate compliance with Title VI regulations and support LADOT's reporting obligations.

- **Evaluation and Recommendations:** The Contractor shall conduct an evaluation of the outreach meetings and provide recommendations for improving future engagement efforts. This may include analyzing participant feedback, identifying areas for enhancement, and suggesting strategies to foster greater inclusivity and community participation.

The Contractor shall comply with all applicable federal, state, and local laws, regulations, and policies regarding Title VI and language accessibility accommodations. They shall demonstrate expertise in organizing public meetings, understanding the cultural dynamics of diverse communities, and ensuring compliance with civil rights regulations.

*Deliverable(s):*

- *The Contractor shall provide comprehensive support for organizing and conducting Title VI Outreach Meetings, ensuring compliance with civil rights regulations and facilitating inclusive engagement with diverse communities.*

#### **4.3.5 Operation, Maintenance, and Safekeeping of LADOT Mobile Sales Van**

LADOT owns a mobile sales van branded with decals identifying it as part of LADOT Transit. The van is equipped to load and sell TAP cards with stored value and passes. The Contractor may utilize the mobile sales van to conduct and attend in-person marketing and community outreach events to promote LADOT Transit services throughout the City of Los Angeles. The Contractor shall be responsible for the storage, upkeep, registration, insurance, maintenance and any other tasks required to insure safe and lawful operation of the mobile sales van.

*Deliverable(s):*

- *Sales and expense report for Mobile Sales Van activity*
- *Records of all documentation needed for the operation of the vehicles (registration, insurance, maintenance, etc.)*
- *Designated space for the safekeeping of the Mobile Sales Van*

#### **4.3.6 Social Media Strategy**

LADOT Transit operates three social media accounts (Instagram, Facebook, & Twitter) under the handle “ladottransit” to disseminate information and market its transit services to existing and potential riders. LADOT is requesting a social media communications strategy to further advance LADOT Transit’s marketing and branding objectives. The Contractor shall provide a first year social media communications plan in their proposal and provide a new social media communications strategy plan every year due (1) one year after the contract is executed. The Contractor is expected to manage and implement this strategy with these social media accounts and coordinate with LADOT to create content and monitor engagement levels.

The LADOT, External Affairs Division, maintains separate social media accounts (under the handle “ladotofficial”), of which its management is not part of the scope of this RFP. However, the Contractor

and LADOT Transit staff will coordinate with the LADOT External Affairs Division to synergize social media outreach and messaging.

#### **4.3.7 LADOT Transit Social Media Engagement Report**

On a biannual basis, the Contractor shall provide a concise LADOT Transit Social Media Engagement report with the following elements as described in Section 4.3.6 (Social Media Strategy):

- **Scope:** Evaluate the engagement and performance of LADOT Transit's social media channels, including but not limited to Facebook, Twitter, and Instagram.
- **Metrics and Analysis:** Utilize relevant metrics, such as reach, impressions, likes, shares, comments, and click-through rates, to assess social media engagement. Analyze the data to identify trends, patterns, and areas for improvement.
- **Content Assessment:** Evaluate the effectiveness and relevance of social media content in engaging the audience and promoting LADOT Transit's objectives. Assess the quality of posts, images, videos, and other media elements.
- **Response Management:** Evaluate the contractor's response to comments, messages, and inquiries received on social media platforms. Assess the timeliness, tone, and effectiveness of the responses.
- **Comparative Analysis:** Compare LADOT Transit's social media performance with industry benchmarks or similar transit agencies to gauge effectiveness and identify areas for improvement.
- **Recommendations:** Based on the analysis and findings, provide actionable recommendations to enhance social media engagement, increase followership, and improve audience interactions. Suggestions may include content strategy, post frequency, use of multimedia, and community engagement tactics.
- **Report Format:** Present the LADOT Transit Social Media Engagement report concisely, highlighting key findings, recommendations, and supporting data. Use visual aids, charts, and graphs to enhance clarity.

*Deliverable:*

- Report on Social Media Communications Plan to be included in the proposal and updated every (1) one year following the contract execution date

#### **4.4: Website Management**

---

LADOT has its own domain ([www.ladottransit.com](http://www.ladottransit.com)) that is used to provide customers with accurate and up-to-the-minute information about its transit services and programs. The website also serves to publish real-time data rider alerts and promotional events LADOT may be hosting.

The current website:

- Is hardcoded in static HTML, and CSS
- Is hosted in a dedicated Dreamhost server
- Contains +120 static pages and +5 WordPress pages
- Receives +150,000 individual monthly sessions
- Has e-commerce capability with Paypal back-end support

#### 4.4.1 Ownership Transition

The Contractor shall transfer all existing functions of the existing LADOT Transit website, including the source codes, domain ownership, and any credentials or tools necessary to implement a seamless transition. The Contractor shall make available all current web pages and features. The Contractor will be provided with start-up expenses for the transition (Section 4.5.2). The Contractor will be responsible for developing and providing a transition plan in which the website's functions and service remain uninterrupted.

The transition plan should address, but not be limited to, the following tasks:

- **Transfer of website assets:** The Contractor shall identify and transfer all relevant website assets, including but not limited to domain names, hosting accounts, server configurations, databases, and source code, to ensure complete ownership and control of the website.
- **Content migration:** The Contractor shall facilitate the migration of all existing website content, including text, images, videos, and downloadable files, from the current website to the new website infrastructure. This migration process should ensure the integrity and accuracy of the content and preserve any associated metadata or formatting.
- **Website functionality and design:** The Contractor shall assess the current website functionality and design, and replicate or enhance them as necessary within the new website environment. This includes ensuring that all existing features, forms, interactive elements, and third-party integrations are properly transferred and functional in the new website.
- **Quality assurance and testing:** The Contractor shall conduct thorough testing of the transitioned website to identify and rectify any issues, such as broken links, missing assets, or compatibility problems. This testing phase should involve various devices, browsers, and operating systems to ensure cross-platform compatibility.
- **Training and knowledge transfer:** The Contractor shall provide comprehensive training to relevant staff members or administrators who will be responsible for managing and maintaining the website going forward. This training should cover essential tasks, such as content updates, security measures, and basic troubleshooting.
- **Ongoing support and maintenance:** Following the transition, the Contractor shall assume full responsibility for the ongoing support and maintenance of the website. This includes regular backups, security updates, bug fixes, and any required enhancements or modifications to meet evolving business needs.

#### *Deliverable(s)*

- The Contractor shall provide *website transition Plan and Timeline*
- The Contractor shall provide *Ownership of ladottransit.com website assets within five (5) days of NTP*

#### 4.4.2 Hosting and Domain

The City will transfer the domain registration and ownership of the LADOT Transit website to the Contractor for the duration of the contract. The City will provide an Azure environment for the Contractor to set up test and production environments. The Contractor shall develop and maintain documentation and source code repositories and provide LADOT access. The source code shall be uploaded to the City

provided Azure environment or the Contractor may propose a private, secure Microsoft Github account. The source code repositories will not be made available publicly unless it is approved by LADOT's IT Security.

#### **4.4.3 Content Management System (CMS) Transition**

LADOT seeks to transition from a hardcoded static HTML website into one with a built-in Content Management System (CMS) to allow LADOT staff to have direct access and control over certain web components such as the ability to edit web content and update obsolete information as necessary. Due to the City's familiarity of Drupal throughout its use in other City departments, It is preferred that the Contractor make use of Drupal or a similar CMS for the LADOT Transit website.

The Contractor shall provide LADOT Transit with a complete and detailed plan for transitioning out of the hard coded static HTML to one incorporating a CMS. The plan should include how the Contractor will approach quality assurance and functionality tests on the CMS-enabled website prior to production. Tests should include responsiveness across all device platforms and screen sizes for both internal and external users. The Contractor's Project Manager shall be made available to work with LADOT to solicit input and provide updates on the progress of the deliverables for the project.

*Deliverable(s):*

- *The Contractor shall deliver CMS Transition Project Plan and Timeline within five (5) days of NTP*
- *The Contractor shall deliver implementation of Drupal CMS for [www.ladottransit.com](http://www.ladottransit.com)*

#### **4.4.4 Website Content**

All web design elements shall be consistent with LADOT Transit's design guidelines and visual identity. The website contents to be maintained and/or newly implemented shall include but are not limited to, the following:

- DASH information route maps, schedules, fare tables, and Bus stop list for each route
- Commuter Express information route maps, schedules, fare tables, and Bus stop list for each route
- Cityride information program information, eligibility requirements, a portal to sign up page
- LAnow information program information
- Up-to-date transit service information such as Rider Alerts or any Service Bulletins.
- The Customer Service Center (CSC) Contractor are in charge of releasing these Rider Alerts to the public. LADOT utilizes Rider Alerts to keep transit users informed about service alterations, stop closures, re-routes, and other changes that may arise. These Rider Alerts are released on a daily basis, as well as throughout the day when new occurrences arise. These alerts, issued by the CSC staff, serve the purpose of promptly notifying transit users about immediate service operational disruptions, such as missed trips and detours, that may affect their journeys, and are pushed out through LADOT Transit's Twitter account and third-party transit technology provider (GMV Syncromatics) as a live GTFS (Generalized Transit Feed System) feed.
- Individual Transit Program Web Pages including Free Fare for Students, Reduced Fare, and the Charter Bus Program
- LADOT Transit News and Announcements

The website must comply with Federal laws and regulations. It must include any Freedom of Information Act (FOIA) information, Title VI information, Disadvantaged Business Enterprise (DBE) information, and any other information that may be legally required.

#### 4.4.5 Web Tools and Technical Requirements

The website tools and technical requirements to be maintained and or newly implemented shall include, but is not limited to, the following:

- All web features and functionalities shall be maintained in mobile, tablet and desktop formats.
- Mobile-first approach in which the website is optimized for mobile and tablet viewing.

Current Web Features to be included:

- Customer Complaints and Commendations Portal - A web-based tool that allows easy communication between project stakeholders and LADOT Project Managers. Through this tool, members of the public are able to provide customer complaints and commendations on LADOT Transit services. LADOT Transit Staff, Transit Operating contractors, and Customer Service Representatives are able to follow up with those who provide feedback. Complaints shall be made available to LADOT staff within (1) week after they are received by Contractor.
- E-commerce capabilities such as Loaded TAP Fare Purchase and any other e-commerce capabilities LADOT Transit would like to implement. Any e-commerce capability must comply with LADOT Account requirements and integrate into LADOT Accounting's revenue and reconciliation procedure.
- Link to Real-Time Bus Tracking Live Map provided by GMV Syncromatics ([www.ladotbus.com](http://www.ladotbus.com)). GMV Syncromatics is the current Contractor for real-time information, the selected Contractor for this RFP will work with any real time information Contractor during the duration of the contract.
- GMV Syncromatics' real-time bus arrival and tracking map on the route page provides users with an interactive experience. This interactive route map can provide users with detailed and real-time information on LADOT Transit routes, stop locations, and bus capacity.
- Upload LADOT Transit's General Transit Feed Specification (GTFS) for the general public and third-party developers (such as Transit App) to access and download. A third-party Contractor, GMV Syncromatics, currently administers LADOT Transit's GTFS platform. LADOT Transit Staff will provide the Contractor access to GMV Syncromatic's GTFS software and train Contractor staff to upload LADOT Transit's GTFS feed.
- Cityride Integration: Manage the Cityride webpage and have links to the third-party Cityride website
- Manage the LAnow homepage and have links to the third-party technology providers' web pages.
- Integration of links and a feed of LADOT Transit's social media pages (Instagram, Facebook, Twitter, and the ability to add other social media channels that LADOT Transit may join in the future) on the homepage allowing users to access social media pages from the website quickly.
- Implementation of Google Translate to quickly translate site content across various languages.

#### 4.4.6 Charter Bus Online Reservation Support

The Contractor will provide technical support for the Charter Bus Program web-based reservation system ([www.lacitycharterbus.com](http://www.lacitycharterbus.com)). Technical support for the charter bus website for LADOT involves providing assistance and resolving issues related to the website's functionality, usability, and performance. The Contractor shall promptly respond to LADOT staff inquiries regarding the website, troubleshoot technical problems, ensure regular website maintenance and updates, and implement security measures to protect user data.

The webpage for the Charter Bus Program includes a web-based reservation system which allows for groups requesting trips to make reservations. It also allows LADOT, the Council Offices, and bus operators to track the approval, assignment, and completion status of all Charter Bus Program trips. The Contractor shall be responsible for redesigning the Charter Bus Program webpage.

##### *Deliverable(s):*

- *The Contractor shall draft website design in PDF format or a test website to the PM for approval within (1) one month of the NTP for this task.*
- *The Contractor shall provide charter Bus online reservation website transfer by the start of this agreement*

#### 4.4.7 Training for LADOT Staff

The Contractor shall provide user manuals and other demonstration materials training for LADOT Transit staff when the website transition to CMS format is complete. Additional back-end training for the LADOT's internal Information Technology Staff may be required. A minimum of two (2) hours of training sessions per user are required based on each user's needs and experience level.

The training sessions should cover various aspects of the CMS, including user interface navigation, content creation and editing, media management, and basic website customization. The training should also include best practices for organizing and structuring content, optimizing images and videos, and ensuring accessibility and responsiveness of the website.

The training sessions can be conducted through a combination of in-person workshops, online modules, and interactive tutorials. Hands-on exercises and real-life scenarios should be incorporated to provide practical experience and reinforce learning. The training materials, such as user manuals, guides, and video tutorials, should be developed and provided to the staff members for reference and continued learning.

Overall, the goal of the training is to empower LADOT staff members with the necessary skills and knowledge to confidently and proficiently use the CMS, ensuring efficient management and updating of the website content.

*Deliverable(s):*

- *The Contractor shall conduct interactive training sessions for LADOT staff members on the effective use of the Content Management System (CMS), including hands-on exercises and practical examples.*
- *The Contractor shall develop and provide comprehensive user manuals for the Content Management System (CMS) to LADOT staff members, offering detailed instructions on system navigation, content creation, editing, media management, and website customization. Training shall be provided to LADOT staff members within the first (3) months of contract execution and every (1) one year after the contract has been executed. Training shall be recorded and made available to staff who are unable to attend.*

#### **4.4.8 Support and Availability**

The Contractor shall provide support services for front-end and back-end users throughout the contract term. The Contractor shall identify personnel who can ensure emergency information is disseminated quickly during cases of emergency or website outage. The Contractor must identify the main web administrator responsible for addressing any web-related issues and emergencies and the backup staff who will step into the role if the main web administrator is unavailable. A Web Specialist must be available to meet with or respond to inquiries from LADOT Transit Monday through Friday between 8:00 AM and 5:00 PM. In case of emergencies or any instances where LADOT requires the Contractors' immediate attention, a Web Specialist must also be available outside the regular working hours stated above.

#### **4.4.9 Data Security and Policy Adherence**

The Contractor shall be responsible for ensuring data security and policy adherence. To achieve this, the Contractor shall implement robust data security measures to protect user data from unauthorized access, breaches, or theft. This includes the implementation of strong security protocols, regular vulnerability assessments, and penetration testing to identify and address potential vulnerabilities. Sensitive user information should be encrypted during transmission and storage, and strong password policies and authentication mechanisms should be in place to ensure secure access to the website's backend systems.

Additionally, the Contractor must establish strict access controls and permissions to restrict data access to authorized personnel only. This ensures that only individuals with appropriate authorization can access and handle sensitive user information. The Contractor should also develop and maintain a comprehensive privacy policy that outlines how user data is collected, used, stored, and protected. This policy should comply with relevant laws and regulations, and it should be transparent and easily accessible to users.

Regular monitoring and updates to the security measures and privacy policy should be conducted to adapt to evolving threats and changes in regulations. The Contractor must stay informed about emerging data security best practices and industry standards to ensure the highest level of data protection for the website users. In case of any security incidents or breaches, the Contractor should promptly investigate and take appropriate measures to mitigate the impact and prevent future occurrences.

*Deliverable(s)*

- The Contractor shall *provide quarterly security reviews to assess the effectiveness of implemented security measures, identify potential areas for improvement, and ensure ongoing compliance with data security standards and policies.*
- The Contractor shall *deliver a documented incident response plan within (3) three months of the start of this agreement that outlines the steps to be followed in case of a security incident or breach, including procedures for investigation, mitigation, and communication with affected users.*

#### **4.4.10 Email Hosting and Email Account Creation**

The Contractor shall create and host generic email addresses for example (customer.service@ladottransit.com) for the use of including but not limited to; customer service, comment collection, public outreach, and promotions. The Contractor shall provide full access to LADOT Transit staff to the email address created.

*Deliverable(s):*

- *The Contractor shall create and host @ladottransit.com email addresses on an as needed basis*

### **4.5: Project Management & Reports**

---

The Contractor will be responsible for project management according to specified procedures. The Contractor will play a crucial role in project management, ensuring the successful execution of the tasks outlined in the scope of work according to the specified procedures. They will take on the responsibility of overseeing and coordinating various aspects of the scope of work to ensure its smooth progress and timely completion.

#### **4.5.1 Project Kick-off Meeting**

Upon receipt of a Notice to Proceed (NTP), the Contractor will schedule and conduct a meeting in coordination with the LADOT Project Manager (PM) and other appropriate staff to go over key staff roles, approval processes, invoicing, and other relevant information. The Contractor shall work with the LADOT PM to develop an agenda at least forty-eight (48) hours prior to the meeting, and shall prepare and distribute meeting minutes and action items within one (1) week of the meeting.

*Deliverable(s):*

- *The Contractor shall schedule and conduct a virtual meeting in coordination with the LADOT Project Manager (PM) and other appropriate staff within two (2) weeks of receipt of the NTP.*
- *The Contractor shall work with the LADOT PM to develop an agenda at least forty-eight (48) hours prior to the meeting.*
- *The Contractor shall prepare and distribute meeting minutes and action items within one (1) week of the meeting.*

## 4.5.2 Work Plan and Start Up Plan

The Contractor will provide a draft work plan prior to the kick-off meeting that outlines the Contractor's approach to completing the Scope of Work. This work plan shall include a schedule and estimated budget for each task and subtask item, project team roles and responsibilities. Proposers must also develop a startup plan which details a schedule of the projected dates and activities necessary to begin service, including start-up preparations, key administrative tasks, equipment purchase, materials and supply purchases, employee recruitment, and training of all personnel. Following the kick-off meeting, LADOT will provide one (1) round of edits for incorporation into the finalized Work and Start Up Plan

The City does not expect all key personnel to be working full-time upon receiving Notice to Proceed but expects the key personnel to take part in the transition period to ensure that the transition from the current agreement to this agreement goes smoothly and on schedule. Request for startup expenses shall be stated in (See Section 15 - Forms: Cost Component Forms) as part of the proposal submission.

### *Deliverable(s):*

- The Contractor shall deliver the *draft and final project work plan*,
- The Contractor shall deliver the *draft and final start up plan*

## 4.5.3 Document Management System

The Contractor shall be responsible for creating or maintaining a cloud-based project folder and organizational system for saving draft and final work products, invoices, and other administrative documents. LADOT staff shall have access to this system so that any work products produced by the Contractor shall be readily available. These systems provide a centralized location for storing, organizing, and sharing files, allowing contractors to securely upload and manage their completed work and reports. LADOT recommends Google Workplace, but the Contractor may provide alternative solutions subject to approval.

### *Deliverable(s):*

- *The Contractor shall deliver the URL to cloud-based Document Management System*

## 4.5.4 Meetings & Status Reports

The Contractor will be required to virtually attend a monthly LADOT Marketing Meeting with LADOT staff. The monthly meeting serves as a platform to discuss and coordinate any marketing, branding, and communication initiatives, which may include, but not limited to: the review and approval of marketing materials and strategies proposed by the Contractor or LADOT staff, and briefings for LADOT staff on any upcoming or ongoing projects and initiatives, which may include, but not limited to, the identification of new tasks to be completed by the Contractor and resolution of any issues identified by the Contractor or LADOT staff. On an as-needed basis, the Contractor shall be made available to meet in-person.

The Contractor may bring any supporting staff whom the Contractor deems necessary to attend. Attending this meeting or any other meeting with LADOT Staff shall count as billable hours. However,

LADOT Transit reserves the right to approve or deny supporting Contractor staff who will attend meetings with LADOT staff.

The coordination of these meetings such as setting the time and date, agenda development, and material preparation for the meeting shall be done between the Project Manager of the Contractor and the Project Manager for LADOT Transit assigned to this contract.

#### **4.5.5 Monthly Status Report**

The Contractor shall complete and submit a Monthly Status Report to LADOT Transit accompanied by a monthly invoice. The Monthly Status Report shall include the following items:

- List of assigned tasks
- Current status of each task
- Proposed completion timeline per task
- Summary of hours by rate applied to each task for the month
- Total hours worked for each task
- Individual Task Comments and Suggestions

*Deliverable(s):*

- *The Contractor shall deliver a Monthly Status Report*

#### **4.5.6 Other Required Reports**

LADOT Transit will require the Contractor to provide a report of the effectiveness and efficacy of any marketing and outreach efforts as requested by LADOT Staff. These reports will include but are not limited to:

##### **4.5.6.1 Market Research and Surveys Report**

In addition to any studies conducted as described in Task 1 - Market Research and Surveys, the Contractor shall deliver a comprehensive Market Research and Surveys report, with the following elements described in 4.1.2 (Customer Satisfaction Surveys and Market Research):

- **Scope:** Provide analysis of target market, demographics, preferences, trends, and challenges.
- **Methodology:** Use appropriate research methods for accurate data collection.
- **Data Collection:** Gather reliable primary and/or secondary data.
- **Analysis:** Conduct rigorous analysis to identify patterns and insights.
- **Report Format:** Present findings in a clear, concise, and visually appealing format.
- **Recommendations:** Offer practical and supported recommendations

##### **4.5.6.2 Marketing Campaign Engagement**

On a monthly basis, the Contractor shall deliver a concise report on LADOT Transit's in-person marketing and events with the following elements described in Sections 4.3.2 (Outreach and Event Planning):

- **Scope:** Evaluate the effectiveness of in-person marketing activities and events conducted by LADOT Transit.
- **Event Assessment:** Assess the planning, execution, and outcomes of in-person marketing events, including community outreach programs, public engagements, promotional campaigns, and any other related activities.
- **Attendance and Engagement:** Measure the number of attendees, level of engagement, and feedback received from participants during in-person marketing events.
- **Partnerships and Collaborations:** Evaluate the effectiveness of partnerships and collaborations with external organizations, sponsors, community groups, and stakeholders in maximizing the reach and impact of in-person marketing efforts.
- **Results and ROI:** Measure the success and return on investment of in-person marketing activities by analyzing key performance indicators, such as increased awareness, customer conversions, and community engagement.
- **Recommendations:** Provide actionable recommendations to enhance future in-person marketing strategies, improve event outcomes, and optimize resource allocation.
- **Report Format:** Present the report concisely, highlighting key findings, recommendations, and supporting data. Use visual aids, charts, and graphs to enhance clarity.

*Deliverable(s):*

- *The Contractor shall deliver draft and final reports*

## 5. Performance Standards

The City shall maintain the right to assess performance penalties against the Contractor, as set forth herein, based on the Contractor’s failure to meet the established standards. Performance penalties applicable thereto shall include the following performance criteria and be charged based upon non-compliance with the standards reported by the Contractor or LADOT staff. The City reserves the right to modify these performance criteria as necessary.

### 5.1 Service Performance Standards and Performance Penalties

The City has established the following service performance standards to measure the Contractor’s performance, set levels of standards and/or expectations, and impose compliance with the requirements and provisions of this RFP. A performance penalty amount is imposed for not meeting the service performance standard.

**Table 1 - Performance Standards and Performance Penalties**

PERFORMANCE CRITERIA	STANDARD AND PERFORMANCE MEASURE	PERFORMANCE PENALTY AMOUNT
Timely Completion of Assigned Tasks	Any deliverable tasks in this RFP where a due date was agreed-upon between the Contractor and LADOT in which the deadline was missed, the penalty shall be applied.	\$1000 per documented instance

PERFORMANCE CRITERIA	STANDARD AND PERFORMANCE MEASURE	PERFORMANCE PENALTY AMOUNT
	<p>LADOT Transit places great emphasis on the accuracy and timeliness of schedule, service, or any type of notifications which may affect LADOT Transit riders. To maintain the desired level of reliability, it is crucial that the Contractor promptly communicates any information that may adversely affect LADOT Transit Riders. Failure to provide timely notifications may result in a penalty being imposed on the Contractor. Timely notification shall be within 1 (one) full business day for policy changes, rider alerts, route updates, or any other pertinent changes that need to be communicated on the ladottransit.com website are relayed to the Contractor.</p>	
<p>Accuracy of graphic and or environmental design materials</p>	<p>The Contractor shall produce all graphic design and environmental design materials - without errors including but not limited to spelling, typos, incorrect information, translation errors - and to the specifications of LADOT Staff. LADOT Transit staff will review and be responsible for all draft collateral material for the accuracy of the content. It will be the responsibility of the Contractor that the final work is without errors.</p> <p>For quality assurance and cost effectiveness, LADOT Transit would like to avoid more than one round of revisions. LADOT Transit will not pay for any billable hours required to correct work beyond one round of revision.</p>	<p>Revision and reproduction of graphic and/or environmental design materials at the Contractor's expense and \$500 per documented instance</p>
<p>Social Media Content Management</p>	<p>Any content or activity on LADOT Transit's social media accounts by the Contractor staff which does not adhere to the standards and values of LADOT Transit and thereby the City of Los Angeles, and or any personal social media activity on LADOT Transit's Social media accounts by the Contractor Staff will result in a penalty being levied against the Contractor.</p>	<p>\$1000 per documented instance</p>

Note: The City reserves the right to add or modify the performance standards and penalties. The City may impose additional penalties as it deems necessary to enforce provisions of the RFP.

**5.1.1 Performance Penalties Amount Deducted from Contractor Monthly Invoices**

Any performance penalties assessed against the Contractor will be deducted from the monthly invoices. The Contractor shall receive written notice of the City's intent to assess performance penalties and will be provided an opportunity to present written material in answer thereto within ten (10) days after receipt of written notice.



## 6. Proposal Format & Submission

LADOT reserves the right to ask respondents to cure non-material deficiencies in their proposal; non-material deficiencies that are cured shall not be the basis of disqualification.

### 6.1 Proposal Content

---

The RFP has been structured to provide specific requirements that function as a standardized framework for evaluating a Proposer's qualifications.

It is the Proposer's responsibility to prepare a proposal that is representative of the Proposer's qualifications. Proposers, at a minimum, are required to meet all the requirements specified in this RFP. Proposers are allowed to include additional services, equipment, technology, or systems that enhance the proposal's value. If there is any additional information that would assist the City in assessing the proposal better, the Proposer should include all such information in the proposal under the title of Additional Information.

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate, and reliable presentation. The responses to this RFP must be made in accordance with the format outlined in this Section. Failure to adhere to the following format may be cause for rejection of the proposal as non-responsive. See Exhibit 1 – Proposal Requirements Checklist.

#### 6.1.1 Cover Letter

The proposal shall contain a cover letter and introduction (limited to one page) and include the title "*Response to the RFP for Transit Marketing Services*," as well as the company name and address, the name(s), telephone number(s), and email addresses of the person(s) who will be authorized to represent the Proposer regarding all matters related to the proposal and any contract subsequently awarded to said Proposer. This letter shall be signed by a person authorized to bind the company to all commitments made in the proposal (Refer to Section 6.9 – Execution of Proposals for more information). The cover letter must include the following information:

- Legal business status (Individual, partnership, corporation, other.) and the address and telephone number of the Proposer.
- Name, title, address, telephone number, and email address of the person(s) authorized to represent the Proposer to enter negotiations with the City with respect to the RFP and any subsequently awarded contracts. The cover letter shall also indicate any limitation of authority for any person named.
- The cover letter must be signed by a representative or officer of the Proposer who is authorized to bind the Proposer to all provisions of the RFP, to all offers, statements, and pricing submitted in the Proposal, to a contract and any subsequent changes to the contract, if an award is made.

### 6.1.2 Table of Contents

The proposal must include a table of contents that clearly identifies the materials included in the proposals, separated by section and page numbers.

### 6.1.3 Company Profile

The Proposer shall provide a narrative summary of the Firm's historical background of themselves as a corporate or other entity and adequate documentation on the financial status of the firm that will enable the City to evaluate the Proposer's ability to complete the proposed project. The company profile shall include the following information:

- The date the firm was established and the entity's location when established.
- Indicate if the firm is local or national. If national, the Proposer shall specify where the firm's headquarters is located and the locations of all satellite locations.
- The total number of full-time staff employed by the firm across the country and the number of full-time staff that would directly be providing the services specified in the Scope of Work.
- Identification of the key individuals who will primarily work with LADOT, including officers, project managers, and staff. Include names, titles, licenses, certificates, fields of expertise, and relevant experience.
- A project organization chart that depicts the project team's organization, including reporting relationships to the Project Manager and supervision of project team staff.

### 6.1.4 Proposer Qualifications

The Proposer must have at least five (5) years of successful experience in marketing services and must furnish proof of ability to perform the terms of this proposal. The Contractor should have experience and sufficient staff to coordinate and manage Community Engagement and Outreach events. The Contractor should have experience designing informational signage or should work with other firms that provide this expertise. The Contractor shall have staff with experience in graphic design and shall have the resources necessary for printing posters and other collateral materials. Proposers must have executed comparable scope of work or should consider submitting as a sub-consultant in collaboration with a Prime Proposer that can demonstrate such experience.

Each Proposer shall submit a complete history of its participation in projects of comparable scope and complexity, with a summary of each project's results and final work products.

Proposers shall also provide thorough answers to the following list of questions. The responses to these questions will be included in the City's evaluation of the Proposer. In your proposal, please restate the question followed by your response.

#### Questions

- a) What is the general character of work performed by your firm? Explain.
- b) What is your firm's experience with public sector clients? Will your approach to producing work change for public sector clients versus private sector clients?

- c) Describe the clients and projects that your firm has completed in the last three years that are of similar scope to this RFP.
- d) Describe your firm's approach to creating marketing and branding concepts/strategies.
- e) Describe your firm's approach to creating graphic design concepts and work.
- f) Describe your firm's experience providing public relations and outreach guidance/services.
- g) Where is your firm based? What will be done to ensure access if your firm is located outside of Southern California? Do you have additional offices in Southern California?
- h) Provide any additional information regarding your firm to assist the City in evaluating your firm better.

### 6.1.5 References

The Proposer shall furnish at least three (3) credible references from municipalities with whom the Proposer has done business with in the past five (5) years for LADOT to contact. LADOT reserves the right to request additional references, to contact and verify all references, and to request additional supporting information from the Proposer as LADOT deems necessary. Please provide this information using Section 15 - Forms: Cost Component Forms and attach one copy per each reference. Proposers are to ensure that addresses, phone numbers, and email addresses are current and working. The information gained through the reference checks will be incorporated into the City's evaluation of the Proposer's qualifications.

### 6.1.6 Staffing and Organization

Proposers shall provide a Staffing Plan that includes an organizational chart with clear lines of authority, and describes the performance and function of all supervisory personnel and other key personnel in detail. This Section should list all required personnel and qualifications for each key position. The plan shall include, but not be limited to, the following positions: Project Manager, Web Specialist(s), Outreach Representative(s), and other staff as appropriate. Proposers are required to complete the LADOT Position and Task Report (See Exhibit 6 – Position and Task Report) as part of their proposal, detailing the proposed duties and annual hours for each position included in the proposal.

If proposing the use of subcontractors, describe the arrangement and the specific tasks and work to be completed by the subcontractor(s). See Exhibit 5 - Current Classifications of Employees covered under the Service Contractor Workers Retention Ordinance.

Proposers shall provide thorough answers to the following list of questions. The responses to these questions will be included in the City's evaluation of the Proposer. In your proposal, please restate the question followed by your response.

#### Questions

- a) Who will be the Project Manager assigned to this contract, and what are their qualifications and experiences? What percentage of their time would be assigned to this contract? (See Section 3.1.1 – Project Manager)
- b) Who will be responsible for the public relations and outreach portion of this contract, and what are their qualifications and experiences? How many Outreach Representatives will be available for this contract? (See Section 3.1.3 – Outreach Representative(s))

- c) How many Web Specialist(s) will be assigned to this contract, and who will supervise them? (See Section 3.1.2 – Web Specialist(s))
- d) Who will be responsible for creating and/or managing the graphic work produced for this contract, and what are their qualifications and experiences?
- e) Who will be the subcontractors for this project? What aspect of the project will they work on, and what are their qualifications?
- f) If there are proposed subcontractors, how will the partnership between the Proposer and the subcontractor lead to a higher level of work for LADOT Transit?
- g) Provide an organization chart of the firm showing all management personnel assigned to this contract, including the anticipated percent of the time each person would be devoted to this contract.
- h) Provide an organization chart for the project, showing relationships between the responsible principal, project manager, support staff, and subcontractors.

### **6.1.7 Work Portfolio**

The Proposer shall submit a portfolio of the Proposer's work showcasing samples of work the firm has completed in the past. The Portfolio should showcase the Firm's recent work relevant to the scope of work and demonstrate innovative and creative marketing campaigns, branding through visual identity, graphic design samples demonstrating branding through visual identity, and the ability to communicate with diverse communities effectively.

### **6.1.8 Cost Proposal**

The compensation for services provided under this Proposal must be based on a Lump Sum Method (invoiced by percentage completion of the task). As part of the cost proposal, the Proposer shall submit proposed pricing to provide the services described in Section 4.

Proposer shall outline:

- The total cost to the City, broken down into salaries, expenses, and equipment, in hours, and the total dollar amount by deliverable task
- Salary, wage, or hourly rate, project-based rate, or combination Proposer will charge for services by each member of the project team, including any Sub-consultants
- Full list and amount of anticipated non-salary expenses required to perform the services described (e.g., mileage, office supplies, and operating expenses).

The costs associated with any optional proposed deliverables shall be clearly separated in the budget. Cost proposals quoted shall be firm for a period of three hundred sixty-five (365) days from the deadline date of this RFP.

Proposers are required to submit Section 15 - Forms: Cost Component Forms.

### 6.1.9 City Contracting Requirements

All compliance documents listed in Appendix A must be submitted with the proposal or as indicated. Failure to comply with these requirements may render the proposal non-responsive.

### 6.1.10 Financial Background

The Contractor shall submit a detailed company portfolio demonstrating Contractor's financial background, including the company's financial viability for up to the past three (3) years, credit references, ongoing projects, and all pending litigations which the company may be directly or indirectly involved. Financial statements, including balance sheets and income statements prepared by an independent certified public accountant for the past three (3) years to reflect the financial condition of the Proposer are required. Financial background statements should also include whether the company has ever had a bond or surety canceled or forfeited; and whether the company has ever been declared bankrupt. Failure to submit the above or afore-mentioned documents may result in disqualification

## 6.2 Submitting Proposals

---

All proposals must be submitted no later than **Thursday, October 12th, 2023 at 2:00 PM (PST)**.

Timely submission of proposals is the sole responsibility of the Proposer. All proposals delivered after the deadline will be returned to the Proposer. The City reserves the right to determine the timeliness of all proposal submissions.

LADOT will not accept any hard copy responses, including hand-delivery, USPS, or mail courier. All solicitation responses must be received by the deadline stated above and submitted electronically through Hightail (<https://www.hightail.com/pricing>) to [lindsey.estes@lacity.org](mailto:lindsey.estes@lacity.org) with a copy to [beverly.flynn@lacity.org](mailto:beverly.flynn@lacity.org). The file name must contain the respondent company name, RFP#209079, and Project name (e.g. LADOT\_RFP#209079TransitMarketingServices\_Proposal).

Hightail offers registration for a free account that allows senders to send files with a maximum size of 100MB. Senders will receive an email confirmation, and the recipient will receive a link to the files. LADOT will confirm the acceptance of proposals to senders by email outside of Hightail. Access to the files will expire after a certain amount of days (auto-generated by the system).

The proposal must be in PDF format and include the contents described in Sections 6.1.1 through 6.1.10. All responses shall not exceed forty (40) double-sided pages (eighty (80) pages of content), exclusive of cover, dividers, resumes, and other requirements.

The proposal must be in PDF format and submitted in three parts:

- **Part 1 - Proposal**
  - All documentation requested in Sections 6.1.1 - 6.1.8 shall be submitted together. The written proposal must be submitted with a cover letter. The proposal must include a table of contents and numbered pages for ease of review by the evaluation committee.

Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. The file name must contain the respondent company name, RFP#209079, Project name, and Part 1 Proposal (FirmA\_RFP#209079\_TransitMarketingServices\_Part1\_Proposal).

- Using Forms: Cost Component Forms, please include no less than three (3) references with the proposal that includes organizational information and a contact individual (including a current telephone number and email address) with direct knowledge of the Proposer's ability to perform this type of work. The reference list shall describe each entity for which services were provided and types of services and indicate whether the Proposer was the prime or subcontractor for up to the last five (5) years.
- **Part 2 - Mandatory City Contracting Requirements**
  - All City Contracting Requirements specified in Appendix A (other than those submitted through RAMPLA) must be submitted in a separate PDF document. The file name must contain the respondent company name, RFP#209079, Project name, and Part 2 City Contracting Requirements (FirmA\_RFP#209079\_TransitMarketingServices\_Part2\_CityContractingRequirements).
- **Part 3 - Financial Background Statement**
  - All details required under Section 6.1.10 must be submitted in a separate PDF document. The file name must contain the respondent company name, RFP#209079, Project name, and Part 3 Financial Statement (FirmA\_RFP#209079\_TransitMarketingServices\_Part3\_Financial Statement).

For reference, two checklists are included in this RFP, the City Contracting Requirements Checklist (Appendix A) and the Proposal Requirement Checklist (Exhibit 1), to assist in preparing these documents.

### **6.3 Pre-Proposal Conference**

---

A pre-proposal conference will be held to clarify the contents of this RFP, the Scope of Work and for LADOT representatives to respond to questions from Proposers concerning the RFP process or requested services. LADOT Representatives will answer questions received prior to the conference as well as questions received during the conference. All responses will subsequently be posted on the RAMPLA website.

The pre-proposal conference will be held on Friday, September 8th, 2023 at 2:00 PM (PST). Interested Proposers please register to receive the Zoom link via Google Form [https://us02web.zoom.us/webinar/register/WN\\_KhzebD19QaOu6PG0QyiCyw](https://us02web.zoom.us/webinar/register/WN_KhzebD19QaOu6PG0QyiCyw), no later than September 12th, 2023 at 2:00 PM (PST). Proposers may submit inquiries in writing via Google Form [https://docs.google.com/forms/d/e/1FAIpQLSc\\_hNENdSONEqqSoYAUXgzJj9--zKBMWpXxPQI5cVe1lwrDeA/viewform?vc=0&c=0&w=1&flr=0](https://docs.google.com/forms/d/e/1FAIpQLSc_hNENdSONEqqSoYAUXgzJj9--zKBMWpXxPQI5cVe1lwrDeA/viewform?vc=0&c=0&w=1&flr=0) prior to the pre-proposal conference or at the conference via the virtual platform. Further questions must be submitted prior to the end of the final day to submit written questions as specified in Section 2 – Schedule for RFP Process. Answers to all questions will be provided via the RAMPLA website.

## **6.4 RFP Addenda/Clarifications**

---

Proposers must submit a written request for clarification, interpretation, or corrections of any discrepancies or omissions in the RFP. If it becomes necessary for LADOT to revise any part of this RFP, or to provide clarifications or additional information after the RFP document is released, a written addendum will be posted online on the RAMPLA website. The Proposer shall acknowledge the addendum/addenda by printing and signing the addendum/addenda and including the document(s) in the appendix of the proposal. Proposals that fail to acknowledge receipt of any written addendum or addenda may result in the rejection of the proposal as non-responsive.

## **6.5 Acceptance of Terms and Conditions**

---

Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated in the proposal.

## **6.6 Proposal Conditions and Limitations**

---

Proposals that set forth conditions or limitations different from those set forth in the RFP may be considered non-responsive and rejected.

## **6.7 Conference During the Proposal Period**

---

After the expiration of the time to submit proposals and continuing until a contract has been awarded, all City personnel involved in the project are directed NOT to hold any meetings, conferences, or technical discussions with any Proposer except as provided in this Section. Proposers shall not communicate with City personnel regarding the RFP or the proposals during this period unless authorized, in writing, by the Evaluation Committee. Failure to comply with this requirement will automatically terminate further consideration of that bidder's proposal.

## **6.8 Terms of Withdrawal**

---

Proposers may withdraw their proposal provided that a request is submitted in writing and is received prior to the proposal deadline. A written request to withdraw, signed by an authorized representative of the Proposer, must be submitted to LADOT Headquarters at 100 Main Street, 10th Floor, Los Angeles, California 90012, with a copy emailed to [beverly.flynn@lacity.org](mailto:beverly.flynn@lacity.org) and [lindsey.estes@lacity.org](mailto:lindsey.estes@lacity.org) to ensure timely receipt. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the specified submission deadline.

After the proposal due date/time, no Proposer may withdraw their proposal. A Proposer will not be released on account of errors in its proposal. All proposals shall be firm offers and may not be withdrawn for a period of three hundred and sixty-five (365) calendar days following the deadline date for submission of proposals noted herein.

## **6.9 Execution of Proposals**

---

If the proposal is submitted by a joint venture, then both firms must sign the proposal in the name of the joint venture. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation

by two authorized officers (a Chairman of the Board, President or Vice President, and secretary, treasurer or chief financial officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. If the Proposer is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof.

## **6.10 Disposition of Proposals**

---

All proposals submitted in response to this RFP will become the property of the City and will be a matter of public record. Proposers must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.).

Any Proposer claiming such an exemption must identify the specific provision of the Public Records Act that provides an exemption from disclosure for each item the Proposer claims is not subject to disclosure under said Act. Any Proposer claiming such an exemption must also state in its proposal that the Proposer agrees to defend, indemnify and hold harmless the City, and its Officers and employees, from any action brought against the City for its refusal to disclose such material, trade secrets, and other proprietary information to any party making a request therefor. Any Proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act.

## **6.11 Limitations**

---

Notwithstanding any other provisions of this RFP, the City reserves the right to reject all proposals and to waive any informality in a proposal when doing so would be to the advantage of the City or its taxpayers.

The Proposer understands and agrees that the City shall have no financial responsibility for any costs incurred by the Proposer in responding to this RFP.

The City of Los Angeles Administrative Code, Division 10, Chapter 1, Article 2, Section 10.15 (d) requires that every proposal, bid, or offer shall have thereon or attached thereto the affidavit of the bidder indicating that: such proposal is genuine, not sham or collusive, nor made in the interest of any person not therein named; that the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a sham bid or to refrain from proposing; and that the Proposer has not in any manner sought by collusion to secure for himself an advantage over any other Proposer. Any proposal made without such affidavit, or found to be in violation thereof, considered (Reference Appendix A, Section I.D.).

The selected Proposer shall stipulate that in any action related to the awarded contract, the venue shall be in the County of Los Angeles, State of California.

# **7. Evaluation & Selection Process**

## 7.1 Evaluation Committee

---

Evaluation of the proposals will be made by an Evaluation Committee consisting of at least three members appointed by LADOT.

The Evaluation Committee will rank all responsive proposals with respect to the evaluation criteria. The successful Proposer(s) will be named after the proposals and presentations, if requested, are evaluated to select the most qualified Proposer(s). The committee will make a recommendation and report to the General Manager of LADOT and will be forwarded to the Mayor and City Council for approval.

## 7.2 Mandatory Requirements

---

All Proposals will be reviewed by the City to determine if the proposals contain minimum essential requirements outlined in the RFP, including instructions governing submission and format and compliance with Mandatory City Contracting Requirements, including the outreach requirements of the Business Inclusion Program (BIP) (Refer to Appendix A). Those proposals deemed non-responsive will be notified in writing.

## 7.3 Evaluation Criteria

---

The evaluation criteria below will be used by the Evaluation Committee to examine the submitted proposal.

The Evaluation Committee will score and rank all responsive proposals according to the following evaluation criteria and may conduct interviews with each responsive Proposer. The qualifications of the Proposer and proposed staff, the proposed project plan, quality of submitted portfolio, and cost-effectiveness will all be considered in evaluating the proposal.

#	Evaluation Criteria	Points
1	Qualifications of Firm	25 points
2	Qualifications of Staff	25 points
3	Quality of Submitted Portfolio	25 points
4	Cost-Effectiveness	25 points
	<b>TOTAL</b>	<b>100 points*</b>

\*Additional points may be awarded through the Local Business Preference Program (Refer to Section 7.6 – Local Business Preference Program Ordinance).

### 7.3.1 Qualification of Firm (25 points)

Each Proposer must demonstrate past and present ability to fulfill the requirements established by this RFP. Each Proposer must provide detailed information demonstrating an ability to perform the necessary services with specific reference to the activities noted in Section 4.

Proposals should demonstrate technical ability and experience with projects similar in size and scope. Proposals will be evaluated based on the firm's relevant experience and the references provided in Forms: Cost Component Forms.

### **7.3.2 Qualification of Staff (25 points)**

The City will evaluate the proposed staff's experience, education, and background. Proposers should identify the Principal, Project Manager, Web Specialist(s), support staff, and any subcontractors. Background and experience must be included, as well as their availability and commitment to work on this project. Proposers should describe the tasks assigned to the Principal and the Project Manager and the percentage of time they will be dedicated to these tasks. (see Section 6.1.6 - Staffing and Organization).

### **7.3.3 Quality of Submitted Portfolio (25 points)**

The Proposer shall submit a portfolio of the Firm's work showcasing samples of work the Firm has completed in the past. The submitted portfolio will be evaluated according to the following criteria:

1. Relevance of recent work experiences to the scope of work (10 Points)
  - Shows the firm's ability to accomplish the scope of work of this RFP
  - Work samples which show superior execution and command of marketing technique, whether digital or traditional
2. Quality of Work - Marketing Campaigns (5 Points)
  - Innovative and creative marketing campaigns producing positive results
  - Work samples demonstrate an ideas-driven process
  - Demonstrates the utilization of industry knowledge and research to create marketing concepts
3. Quality of Work - Strategic Branding and Graphic Design (5 Points)
  - Polished and professional graphic/environmental design samples that show the firm's understanding of:
    - Branding through visual identity
    - Graphic design principles such as composition, hierarchy, rhythm, typographic usage, typographic legibility and readability, and type and image integration.
4. Quality of Work - Public Relations and Community Outreach (5 Points)
  - Ability to communicate with diverse communities and stakeholders effectively
  - Use of appropriate voice/tone/vernacular on behalf of the particular client

### **7.3.4 Cost Effectiveness (25 Points)**

LADOT is interested in cost-effectiveness and will evaluate proposed costs in relation to the quality and level of service to be provided. As provided in this proposal Forms: Cost Component Forms, the proposed cost will be evaluated as the Proposers' most favorable terms and conditions. In evaluating the proposals, the City may communicate with one or more Proposers to obtain additional clarifying information. In submitting additional information, a Proposer is not permitted to embellish or change the original cost proposal unless so directed by the City.

The total cost and hourly rates described in the proposal must be reasonable and competitive with other proposals without compromising the technical quality of the final products. Hourly rates for each key staff member and adequate supporting information must be included in the proposal.

#### **7.4 Oral Interview**

---

Proposers may be required to make oral presentations to the Evaluation Committee and should be prepared to have key management personnel available for these interviews. LADOT reserves the right to schedule more than one interview if the Department determines that doing so will improve the Committee's understanding of a respondent's proposal. Interviews will be conducted virtually with at least three (3) business days provided in advance.

#### **7.5 Evaluation and Forced Ranking**

---

Each Evaluation Committee member shall rank all respondents from highest to lowest based on the final scores they gave to each respondent. In the event of a tie in points, the Committee member shall still rank the respondents. Equal rankings shall not be allowed. Each committee member shall turn in their final scores and summarize the ranking. If a consensus ranking is achieved (i.e., all Committee members rank the same respondent first), then the Chair shall convene the Committee to discuss the strengths and weaknesses of each respondent. After the discussion, each Committee member shall privately re-rank all respondents and turn in the rankings to the Chair. If a consensus ranking is achieved, then the highest-ranked respondent shall be recommended. If a consensus is not achieved, then respondents with the highest ranking average rank (with each Committee member's ranking weighed equally) shall be recommended. In the event of a tie, the Chair shall recommend the preferred respondent from among the tied respondents and shall document in writing the reason for their decision in writing. The Chair shall present the Evaluation Committee's recommendation to the General Manager. The General Manager is the final decision maker at LADOT and will submit the department's recommendation to the Mayor and City Council.

Note that scores n only will be used for purposes of forced ranking by each Committee member. Under no circumstances will the sum of final scores, average of final scores, or any other methodology involving the final scores be used to select the recommended respondent.

#### **7.6 Local Business Preference Program Ordinance**

---

Proposers are advised that any proposal submitted and contract(s) awarded from this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.25, Local Business Preference Program (LBPP) Ordinance 187121. The City is committed to maximizing opportunities for local and small businesses in Los Angeles County and business entities working with the hardest-to-employ populations. The LBPP Ordinance allows the Department to apply additional points to the Proposal's final score under certain conditions.

Refer to Appendix A for further information regarding the requirements and application of the Ordinance.

## 8. Terms of the Contract

Subject to the approval of the Mayor and/or City Council and subject to the approval of the City Attorney as to form and legality, the City may enter into a contract with one Proposer. The contract shall be for a five (5) year term from the date of attestation of the City Clerk. The City anticipates the service contract start date of July 1, 2024. The contract agreement shall be in effect for five (5) years from July 1, 2024, until June 30, 2029.

This RFP, Addenda, and the submitted proposal, or any part thereof, may be incorporated by reference in the final contract. However, LADOT reserves the right to further negotiate the terms and conditions of the contract with the selected Proposer. In the event of any conflict, the terms of the Contract shall prevail unless specifically stated otherwise.

The City's obligations under this RFP are contingent upon the City's ability to obtain the funds from the funding agencies and/or the availability of City funds to finance the cost of these services. The City reserves the right to delay the awarding of the contract, terminate the contract, and modify the Scope of Work and term under this RFP when to do so would be to the advantage of the City in response to an epidemic or pandemic such as COVID-19 and its by-products (e.g., shelter-in-place orders, quarantines, government shutdowns, etc.), or other emergencies, whether a declared emergency or a non-declared emergency.

## 9. Compensation

The City shall pay the Firm based on the costs contained in the submitted cost proposal, but not to exceed the budget approved by the City, for the complete and satisfactory performance of the terms and conditions of the Agreement for the period agreed upon.

The Contractor shall submit invoices within sixty (60) days in arrears to the City. Invoices must include documents supporting all charges and eligible expenses incurred by the Contractor. Monthly invoices shall include:

- Invoice summary sheet signed by the Contractor's Project Manager
- Invoice and supporting documents, including hourly rates
- Capital expenditures and supporting documents
- Schedule B
- Position and Task Report
- Copies of any penalty letters assessed during the invoice period
- Any required reports as indicated in this RFP or as directed by City's assigned Project Manager
- Any other pertinent information the Firm deems necessary

The City will review all invoices and supporting documents for approval and accuracy. The City agrees to pay undisputed invoices within thirty (30) days upon receipt of invoices. If invoices are disputed, the City has the right to require additional evidence to determine the invoices' validity and accuracy. The City has

the right to withhold any and all payments to the Contractor until such evidence is received and the City accepts the corrections.

The City has the authority to withhold funds under the Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and the Firm. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

The City may withhold payments to the Firm if the Firm fails to comply with the provisions of the Agreement.

## **10. General Terms and Conditions**

### **10.1 Standard Provisions for City Contracts**

---

During the contract term, the Contractor and its subcontractors shall abide by Appendix A. During the contract term, the Contractor and its subcontractors shall abide by Appendix A, Section IV.W.

### **10.2 City Contracting Requirements**

---

Compliance documents for the City's Contracting Requirements must be submitted with the proposal or through RAMPLA.org, as specified in in Appendix A. Failure to comply with these requirements may render the proposal non-responsive. Examples and/or explanatory material for each item are provided in Appendix A. For consistency of reference, all documents should be included in the order listed and marked as an attachment with the corresponding letter designation utilized in the Checklist provided.

Because some requirements require extensive time to complete, the City strongly encourages Proposers to commence these activities before the Pre-Proposal Conference.

### **10.3 Insurance Requirements**

---

The Contractor will ensure that mandatory insurance coverage is maintained throughout the contract term. The Contractor will upload the insurance renewals into the City's compliance system at <https://www.kwikcomply.org> at the time of renewal.

### **10.4 Executive Directive 35 Requirements**

---

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the Contractor is a for-profit company or corporation, the Contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/subcontractor Information"). On an annual basis, the Contractor

shall further request that any subcontractor input or update its business profile, including the Contractor/subcontractor information, on RAMP or via another method prescribed by the City.

## **10.5 COVID-19 Vaccination Requirement**

In accordance with Ordinance 187134, adopted by the Los Angeles City Council on August 20, 2021, employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under an Agreement with the City (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The Contractor shall retain such proof for the document retention period set forth in the Agreement with the City. The Contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.

## **10.6 Contractor Non-Compliance of Scope of Work**

The Contractor is required to reasonably comply with all Sections in the Scope of Work in this RFP. If the Contractor is unable or refuses to comply with the Scope of Work for any reason, the City reserves the right to hire another party to perform the work at the Contractor's expense in addition to any penalties assessed to the Contractor.

## **10.7 Project Findings and Ownership of Work Produced by the Contractor**

All finished, or unfinished documents, data sets, surveys, studies, drawings, maps, brochures, photographs, video footage, reports, or any work produced by the Contractor as part of this RFP shall become the City's property. Upon request, the Contractor shall provide LADOT with any work produced by the Contractor for the City in native and finished format, free of any Contractor watermark, branding, or encryption. The City reserves the right to use, alter, and edit any work the Contractor produces as it sees fit within reasonable bounds.

Any reports, data, or other information given to, prepared, or assembled by the Contractor under the Agreement shall, if requested by the City, be kept confidential and shall not be published or made available to any individual or organization by the Contractor without prior written approval by the City.

## **10.8 Evaluation of City Personal Services Contractors**

At the end of this contract, the City will evaluate the Contractor's performance, and the City may also conduct evaluations of the Contractor's performance during the term of this contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of work product or service performed, the timeliness of performance, financial

issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a “Marginal” or “Unsatisfactory” rating will be provided with a copy of the final City evaluation and any response from the Contractor to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

## **11. Protest Procedures**

The procedures and time limits set forth in this Section provide a method for resolving, prior to award, protests regarding the award of the contract and are the Respondents’ sole and exclusive remedy in the event of a protest. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting respondent prior to pursuing any legal remedy which may be available. For this reason, no respondent shall have any right to due process should the City fail to follow these procedures for any reason within its discretion. However, failure by a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. These procedures will enable the City to ascertain all the facts necessary to make an informed decision regarding the contract award.

### **11.1 Protest Timeline and Submission**

---

A protest relative to this solicitation must provide details of the facts that support the basis for the protest. Protests must be submitted in writing and be postmarked by the deadline described in the subsections below for the specific protest.

All protests must be sent by certified mail with return receipt to:

City of Los Angeles  
Department of Transportation  
Attention: General Manager  
100 South Main Street, 10th Floor  
Los Angeles, California 90012

At a minimum, the protest document must include the following:

- Name, address, and telephone number of the protesting party and/or person representing the protesting party.
- Name and number of the solicitation.
- Detailed statement specifying the legal and factual grounds of the protest and copies of all relevant documents supporting the argument.
- Statement as to the form of relief sought.

### **11.2 Protest of Content**

---

Protests must be sent by certified mail and postmarked no later than seven (7) calendar days after the solicitation posting on the RAMPLA website. LADOT will respond in writing by certified mail to the

protestor(s) within fifteen (15) calendar days of receipt of the protest(s). If LADOT determines that a revision to the procurement process is appropriate, LADOT shall either extend the procurement process timeline or withdraw and reissue the solicitation. In either case, any revisions to the procurement process will be posted on RAMPLA.

### **11.3 Protest Against Another Respondent**

---

Protests must be sent by certified mail and postmarked between the date of the solicitation posting on the RAMPLA website and before the date LADOT changes the RAMPLA solicitation status to “bidder selected.” If filing a protest against another respondent, LADOT will only consider such protests if it appears that either respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

### **11.4 Contract Compliance Protest**

---

Protests must be sent by certified mail and postmarked before the date LADOT changes the RAMPLA solicitation status to “bidder selected.” These protests will receive due consideration if the agency submits the protest in a timely period, and such protest affects a respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.

### **11.5 Selection Process Protest**

---

Protests must be sent by certified mail and postmarked no later than seven (7) calendar days after RAMPLA’s notification to Proposers of a change in the solicitation status to “bidder selected.” Upon receipt of any protests on the specific selection process, a review of the protest(s) shall be conducted by the Standing Protest Committee.

### **11.6 Protest Review Process**

---

Protests meeting the above criteria will be analyzed by LADOT personnel, and any recommended actions will be presented in a written report to the Mayor’s Office. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session by the Standing Protest Committee. This Committee will consist of two (2) members of the City’s Board of Transportation Commissioners and at least two (2) members of LADOT senior management staff not otherwise involved with the Response evaluation.

A protest hearing will be convened at a publicly noticed meeting with a specific date, time, and location, where protesting parties and firms protested against will be given the opportunity to present their arguments at the public session. LADOT will conduct the hearing within thirty (30) calendar days of the protest submission deadline.

The findings of the Committee will be presented to the City’s Board of Transportation Commissioners for consideration at one of its scheduled public meetings. For contract awards involving approval by the City Council, any adopted findings and/or recommendations of the Board of Transportation Commissioners concerning the protest review will be forwarded to the City Council’s Transportation Committee for its

consideration. The decision made by the Board of Transportation Commissioners or the City Council's Transportation Committee regarding a protest will be final and may not be appealed further.

LADOT's final written report on the Department's procurement process and staff recommendation of the contract award will contain an account of all protest(s) filed based on solicitation content and shall include the Department's response(s) to the protest(s). LADOT's report shall be forwarded to the Mayor and City Council and/or the City's Board of Transportation Commissioners (as appropriate) for their consideration.

## **11.7 Protests and Subcontractors**

---

Prime Contractors are requested to advise their potential subcontractors of this protest policy. In addition, a subcontractor protesting against a Prime Contractor has a direct financial interest and may be adversely affected by the determination of the protest; therefore, LADOT may consider the protest beyond the protest period.

## **12. General City Reservations**

### **12.1**

The City reserves the right to verify the information in the Response.

### **12.2**

If a respondent knowingly and willfully submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this procurement process, the City reserves the right to terminate that contract.

### **12.3**

Submission of a response to this procurement process constitutes acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of 365 calendar days from the date set for receipt of responses. Firms selected for a contract award pursuant to this procurement process will be required to enter into a written contract with the City approved as to form by the City Attorney. This solicitation and the Response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract. The final contract offer of the City may contain additional terms or terms different from those set forth herein.

### **12.4**

The City reserves the right to waive any informality in the process when doing so is in the best interest of the City.

## **12.5**

The City reserves the right to withdraw this solicitation at any time without prior notice and the right to reject any and all responses. The City makes no representation that any contract will be awarded to any firm responding to this procurement process.

## **12.6**

The City reserves the right to extend the deadline for submission. Firms will have the right to revise their Response in the event the deadline is extended.

## **12.7**

All costs of response preparation are the responsibility of the Respondent. The City, in any event, is not liable for any pre-contractual expenses incurred by the Respondent in the preparation and/or submission of the Response.

## **12.8**

Responses will be reviewed and rated by the City as submitted. Firms may make no changes or additions after the deadline for receipt.

## **12.9**

A firm will not be recommended for a contract award, regardless of the merits of the Response submitted, if it has a history of contract noncompliance with the City or other funding sources or poor past or current performance with the City or other funding sources.

## **12.10**

The City reserves the right to retain all responses submitted, and the Responses shall become the property of the City. Any department or agency of the City has the right to use any of the ideas presented in the Responses submitted in response to this procurement process. All responses received by the City will be considered public records subject to disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Applicants must identify any material they claim is exempt from disclosure under the Public Records Act. In the event such exemption is claimed, the applicant will be required to state in the Response that they will defend any action brought against the City for its refusal to disclose such material to any party making a request thereof. Failure to include such a statement shall constitute a waiver of the Proposer's right to exemption from disclosure.

## **12.11**

Upon completion of all work under the contract, ownership, and title of all reports, documents, plans, drawings, specification, and estimates produced as part of the contract will automatically be vested in the City of Los Angeles, and no further agreement will be necessary to transfer

ownership to any City entity. Copies made for the Contractor's records shall not be furnished to others without written authorization from the City of Los Angeles, Department of Transportation.

### **12.12**

The City may award a contract on the basis solely on the Proposal received, without requesting an Oral Presentation or asking clarifying questions from firms. In addition, the City may negotiate further with those Respondents within a competitive range. Responses should be submitted on the most favorable terms for the City the Respondent can provide.

### **12.13**

The City's obligation under this RFP are contingent upon the City's ability to obtain the funds from the funding agencies and/or the availability of City funds to finance the cost of these services. The City reserves the right to delay the awarding of contract, terminate the contract, and modify the scope of work and term under this RFP, when to do so would be to the advantage of the City in response to an epidemic or pandemic such as COVID-19 and its by-products (e.g.: shelter-in-place orders, quarantines, government shutdowns, etc.), or other emergencies, whether a declared emergency or a non-declared emergency.

### **12.14**

The selected Proposer shall stipulate that in any action related to the awarded contract, the venue shall be in the County of Los Angeles, State of California.

## 13. Exhibits

Exhibit 1 – Proposal Requirements Checklist

Exhibit 2 - LADOT Annual Agency Profile 2021 (NTD)

Exhibit 3 - LADOT Style Guide 2017

Exhibit 4 - LADOT Transit Fleet Design Family

Exhibit 5 - Current Classifications of Employees covered under the Service Contractor Workers Retention Ordinance

## 14. Appendixes

### Appendix A: Mandatory City Contracting Requirements

City Contracting Requirements Checklist

Request for Proposal City Contracting Requirements

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

## 15. Forms: Cost Component Forms

Form C-1 Questionnaire

Form C-2 Proposer's Past Projects and Experience

Form C-3 Additional Proposer References

Form C-4 Financial Background

Form C-5A Transit Marketing Services Cost Component Form

Form C-5B Transit Marketing Services Proposed Fee Schedule

Form C-5C Back-up Documentation for Labor Costs

## 13. Exhibits

Exhibit 1 – Proposal Requirements Checklist

Exhibit 2 - LADOT Annual Agency Profile 2021 (NTD)

Exhibit 3 - LADOT Style Guide 2017

Exhibit 4 - LADOT Transit Fleet Design Family

Exhibit 5 - Current Classifications of Employees covered under the Service Contractor Workers Retention Ordinance

# Exhibit 1 - Proposal Requirements Checklist

### Exhibit 1 – Proposal Requirements Checklist

REQUIREMENT	REFERENCE
Attendance of Pre-Proposal Conference	Section 6.3
Submission of Questions and Requests for Clarification	Section 6.3, Section 6.4
Cover Letter	Section 6.1.1
Qualifications of Firm	Section 6.1.4, Section 7.3.1
References	Section 6.1.5 and Forms: Cost Component Forms
Qualifications of Staff	Section 6.1.6, Section 7.3.2, Exhibit 5
Sample Work Portfolio	Section 6.1.7, Section 7.3.3
Cost-Effectiveness	Section 6.1.8, Section 7.3.4 and Forms: Cost Component Forms
City Contracting Requirements	Appendix A
Company Portfolio or Annual Report (Proposer Financial Documents, Surety Information, Bankruptcy information, and Pending litigation details)	Section 6.1.10
Submission of Proposal	Section 6.2

Exhibit 2 - LADOT Annual Agency Profile 2021 (NTD)

**General Information**

**Urbanized Area Statistics - 2010 Census**  
 Los Angeles-Long Beach-Anaheim, CA  
 1,736 Square Miles  
 12,150,996 Population  
 2 Pop. Rank out of 498 UZAs

**Service Consumption**  
 14,967,694 Annual Passenger Miles (PMT)  
 9,400,661 Annual Unlinked Trips (UPT)  
 28,764 Average Weekday Unlinked Trips  
 21,611 Average Saturday Unlinked Trips  
 13,179 Average Sunday Unlinked Trips

**Database Information**  
 NTDDID: 90147  
 Reporter Type: Full Reporter  
 Asset Type: Tier I (Fixed Route VOMS)  
 Sponsor NTDDID:

**Service Area Statistics**  
 465 Square Miles  
 4,849,476 Population

**Service Supplied**  
 8,944,558 Annual Vehicle Revenue Miles (VRM)  
 782,604 Annual Vehicle Revenue Hours (VRH)  
 348 Vehicles Operated in Maximum Service (VOMS)  
 449 Vehicles Available for Maximum Service (VAMS)

**Assets**  
 Revenue Vehicles 487  
 Service Vehicles 4  
 Facilities 15  
 Track Miles  
 Lane Miles 35.10

**Modal Characteristics**

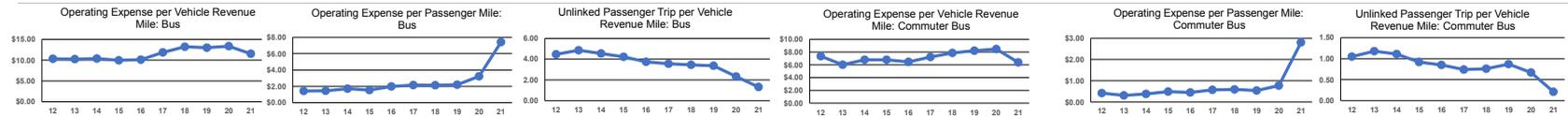
Modal Overview	Vehicles Operated in Maximum Service		Uses of Capital Funds					Total
	Directly Operated	Purchased Transportation	Revenue Vehicles	Systems and Guideways	Facilities and Stations	Other		
Commuter Bus	-	87	\$4,411,250	\$130,322	\$0	\$0	\$4,541,572	
Demand Response	-	90	\$207,897	\$0	\$0	\$0	\$207,897	
Bus	-	171	\$18,755,103	\$256,110	\$9,016,782	\$0	\$28,027,995	
<b>Total</b>	-	<b>348</b>	<b>\$23,374,250</b>	<b>\$386,432</b>	<b>\$9,016,782</b>	<b>\$0</b>	<b>\$32,777,464</b>	

**Operation Characteristics**

Mode	Operating Expenses	Fare Revenues	Uses of Capital Funds	Annual Passenger Miles	Annual Unlinked Trips	Annual Vehicle Revenue Miles	Annual Vehicle Revenue Hours	Fixed Guideway Directional Route Miles	Vehicles Available for Maximum Service	Vehicles Operated in Maximum Service	Percent Spare Vehicles	Average Fleet Age in Years <sup>a</sup>
Commuter Bus	\$10,493,100	\$285,168	\$4,541,572	3,748,501	343,617	1,641,646	60,062	0.0	115	87	32.2%	8.1
Demand Response	\$9,808,746	\$156,373	\$207,897	739,778	226,632	568,849	74,132	0.0	108	90	20.0%	7.7
Bus	\$77,638,402	\$5,970	\$28,027,995	10,479,415	8,830,412	6,734,063	648,410	0.0	226	171	32.2%	7.6
<b>Total</b>	<b>\$97,940,248</b>	<b>\$447,511</b>	<b>\$32,777,464</b>	<b>14,967,694</b>	<b>9,400,661</b>	<b>8,944,558</b>	<b>782,604</b>	<b>0.0</b>	<b>449</b>	<b>348</b>	<b>22.5%</b>	

**Performance Measures**

Mode	Service Efficiency		Service Effectiveness			
	Operating Expenses per Vehicle Revenue Mile	Operating Expenses per Vehicle Revenue Hour	Operating Expenses per Passenger Mile	Operating Expenses per Unlinked Passenger Trip	Unlinked Trips per Vehicle Revenue Mile	Unlinked Trips per Vehicle Revenue Hour
Commuter Bus	\$6.39	\$174.70	\$2.80	\$30.54	0.2	5.7
Demand Response	\$17.24	\$132.31	\$13.26	\$43.28	0.4	3.1
Bus	\$11.53	\$119.74	\$7.41	\$8.79	1.3	13.6
<b>Total</b>	<b>\$10.95</b>	<b>\$125.15</b>	<b>\$6.54</b>	<b>\$10.42</b>	<b>1.1</b>	<b>12.0</b>



**Notes:**

- <sup>a</sup>Demand Response - Taxi (DR/TX) and non-dedicated fleets do not report fleet age data.
- <sup>b</sup>Includes data for a contract with another reporter.
- <sup>c</sup>This agency has a purchased transportation relationship in which they buy service from MV Transit (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode CB/PT.
- <sup>d</sup>This agency has a purchased transportation relationship in which they buy service from SFVIC Northeast Valley MPC 107 (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
- <sup>e</sup>This agency has a purchased transportation relationship in which they buy service from Wilmington Jaycees Foundation MPC 105 (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
- <sup>f</sup>This agency has a purchased transportation relationship in which they buy service from SFVIC Mid Valley Bernardi MPC 106 (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
- <sup>g</sup>This agency has a purchased transportation relationship in which they buy service from Felicia Mahood MPC 115 (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
- <sup>h</sup>This agency has a purchased transportation relationship in which they buy service from WLCAC Wilkinson MPC 109 (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
- <sup>i</sup>This agency has a purchased transportation relationship in which they buy service from Theresa Lindsay MPC 101 (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
- <sup>j</sup>This agency has a purchased transportation relationship in which they buy service from WLCAC Bradley MPC 110 (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
- <sup>k</sup>This agency has a purchased transportation relationship in which they buy service from SFVIC East Valley MPC 103 (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
- <sup>l</sup>This agency has a purchased transportation relationship in which they buy service from St Barnabas MPC 102 (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
- <sup>m</sup>This agency has a purchased transportation relationship in which they buy service from Watts Labor Community Action Committee (WLCAC) Southwest MPC 119 (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
- <sup>n</sup>This agency has a purchased transportation relationship in which they buy service from Watts Labor Community Action Committee (WLCAC) West Adams MPC 120 (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
- <sup>o</sup>This agency has a purchased transportation relationship in which they buy service from WLCAC - Estelle Van Meter MPC #118 (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.
- <sup>p</sup>This agency has a purchased transportation relationship in which they buy service from JFS Freda Mohr MPC 114 (NTDDID: Entity that Does Not Report to NTD), and in which the data are captured in this report for mode DR/PT.

**Financial Information**

**Sources of Operating Funds Expended**  
 Fares and Directly Generated \$1,485,302 1.5%  
 Local Funds \$98,501,935 98.5%  
 State Funds \$0 0.0%  
 Federal Assistance \$0 0.0%

**Total Operating Funds Expended \$99,987,237 100.0%**

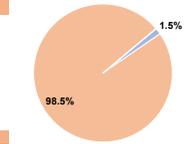
**Sources of Capital Funds Expended**  
 Fares and Directly Generated \$0 0.0%  
 Local Funds \$9,664,357 29.5%  
 State Funds \$0 0.0%  
 Federal Assistance \$23,113,107 70.5%

**Total Capital Funds Expended \$32,777,464 100.0%**

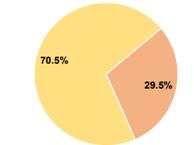
**Summary of Operating Expenses (OE)**

Labor \$7,110,648 7.3%  
 Materials and Supplies \$658,930 0.7%  
 Purchased Transportation \$85,631,311 87.4%  
 Other Operating Expenses \$4,539,359 4.6%  
**Total Operating Expenses \$97,940,248 100.0%**  
 Reconciling OE Cash Expenditures \$2,046,989  
 Purchased Transportation (Reported Separately) \$0

**Operating Funding Sources**



**Capital Funding Sources**



**Performance Measure Targets - 2022**

Performance Measure - Asset Type - Target % not in State of Good Repair  
 Equipment - Trucks and other Rubber Tire Vehicles - 50%  
 Facility - Administrative / Maintenance Facilities - 0%  
 Facility - Passenger / Parking Facilities - 0%  
 Rolling Stock - BR - Over-the-road Bus - 10%  
 Rolling Stock - BU - Bus - 10%  
 Rolling Stock - CU - Cutaway - 10%  
 Rolling Stock - VN - Van - 10%

Exhibit 3 - LADOT Style Guide 2017



**LADOT**

Style Guide 2017

**ILIUM**



# Table of Contents

Logos	1
Color Palette	7
Type	9
Signs	12
Brochures	32
Vehicles	43



# Logos

## LADOT Solid Logo

The LADOT logo family is made up of five different logo treatments: a **solid logo** with and without the **tag line**, a **striped logo** with and without the **tag line**, and a **stripe version**.

The **blue solid logo** should be used whenever possible, especially when being used along side other LADOT program’s logos. In cases where the blue solid logo cannot be used, use the black solid logo or knockout (white) version. For instance, when printing in black and white only use the black solid logo. Or when forced to place the logo on a dark background use the knockout logo.

The solid logo with the tag line should be used whenever you are designing a LADOT promotion with is going to be used when using other program logos. The tagline can be used in

The solid logo without the tagline. To be used on all materials when other LADOT program logo are present.



The solid logo with the tagline, “Moving Los Angeles Forward.” To be used on all materials when no other LADOT program logos are present. Because of the finer type in the tagline, the solid logo with the tagline should not be used at small sizes.\*



The solid logo in black and “knockout.” The black logo should be used when materials will be printed on black and white. The “knockout” logo should be used only when forced to display the solid logo on dark colors.



The solid logo with the tagline in black and “knockout.” These should be used exactly like the black and “knockout” versions of the solid logo without the tag line except these cannot be used in small sizes.\*



\*Inappropriate logo usage will be covered in the upcoming sections.

# Logos

## LADOT Striped Logo

The LADOT striped logo is a large format logo and is intended to be used as such. For example, the striped LADOT logo should be used on buses, banners, or on building signage.

On the off change that you are required to use the striped logo on a smaller print or web based material, please used the dashed logo, which was designed for such use.



\*Inappropriate logo usage will be covered in the upcoming sections.

# Logos

## LADOT Dashed Logo

The LADOT dashed logo is for instances where you need to use the striped logo at a small size.



\*Inappropriate logo usage will be covered in the upcoming sections.

# Logos

## LADOT Programs, Initiatives & Division Logos

The solid (not dashed) LADOT Transit Logo is the primary logo. While the dashed versions are still in use the Solid Logo should be used from now on. The black logo should be used when materials will be printed on black and white. The reversed logos should be used only when the logo must be used on dark colors.



The color logo is the primary logo and should be used whenever possible. The black logo should be used when materials will be printed on black and white. The reversed logos should be used only when the logo must be used on dark colors.



The color logo is the primary logo and should be used whenever possible. The black logo should be used when materials will be printed on black and white. The reversed logos should be used only when the logo must be used on dark colors.



# Logos

## LADOT Programs, Initiatives & Division Logos

The color logo is the primary logo and should be used whenever possible. The black logo should be used when materials will be printed on black and white. The reversed logos should be used only when the logo must be used on dark colors.



# Logos

LADOT Programs, Initiatives & Division Logos



# Color Palette

## LADOT Brand & Program Colors

Color	Program	Pantone	CMYK	RGB	Web
	Great Streets	284C	60, 31, 0, 0	102, 15, 209	#6699d1
	Safety	7417C	5, 76, 77, 0	230, 98, 71	#e46247
	Livable & Sustainable	376C	46, 1, 98, 0	151, 199, 63	#97c73f
	A Well Run City: Customer Service	1575C	1, 48, 77, 0	244, 152, 79	#f4984f
	A Well Run City: 21st Century Department	253C	33, 78, 32, 3	171, 86, 122	#ab567a
	Transit: Green	Custom (2300 C approx)	40, 5, 100, 0	167, 197, 57	#a7c539
	Transit: Blue	294C	100, 57, 0, 40	0, 68, 124	#00447c
	Bicycle Program: Black	Neutral Black	100, 100, 100, 100	0, 0, 0	#000000
	Bicycle Program: Green	7486C	34, 0, 57, 0	174, 214, 143	#aed68f
	Bicycle Program: Dark Green	3435C	88, 41, 78, 38	16, 86, 64	#105640
	Vision Zero: Red	1788C	0, 93, 76, 0	239, 55, 66	#ef3742
	Vision Zero: Black	Neutral Black	100, 100, 100, 100	0, 0, 0	#000000
	People Street	285C	100, 62, 7, 0	0, 100, 168	#0064a8

# Color Palette

## DASH & Commuter Express Route Colors

Color	Route Name	Pantone	CMYK	RGB	Web
	Beachwood Canyon	5743C	54, 24, 86, 73	62, 72, 39	#333333
	Boyle Heights	1615C	10, 72, 100, 46	139, 71, 32	#993333
	Chesterfield Square	131C	2, 39, 100, 10	204, 138, 0	#cc9900
	Crenshaw	285C	90, 48, 0, 0	0, 114, 206	#0066cc
	El Sereno / City Terrace	676C	9, 100, 14, 33	150, 0, 81	#990066
	Fairfax	506C	19, 86, 38, 57	132, 52, 78	#993366
	Highland Park / Eagle Rock	507C	4, 51, 7, 6	213, 146, 170	#cc9999
	Hollywood	7467C	97, 0, 30, 0	0, 163, 173	#009999
	Hollywood Wilshire	431C	45, 25, 16, 59	91, 103, 112	#666666
	Larchmont Shuttle	172C	0, 73, 87, 0	250, 70, 22	#ff3300
	King East	2726C	81, 70, 0, 0	72, 92, 199	#3366cc
	Leimert Slauson	349C	90, 12, 95, 40	4, 106, 56	#006633
	Lincoln Heights / Chinatown	4495C	19, 35, 90, 55	140, 119, 50	#996633
	Los Feliz & Observatory Shuttle	654C	100, 71, 10, 47	0, 58, 112	#003366
	Observatory Shuttle	1805C	5, 96, 80, 22	175, 39, 47	#993333
	Midtown	104C	7, 13, 100, 28	175, 152, 0	#999900
	Northridge	7518C	21, 56, 49, 60	109, 79, 71	#666633
	Panorama City / Van Nuys	1805C	5, 96, 80, 22	175, 39, 47	#993333
	Pico Union / Echo Park	3262C	76, 0, 38, 0	0, 191, 179	#00cccc
	Pueblo Del Rio	2597C	80, 99, 0, 0	92, 6, 140	#660099
	San Pedro	7479C	56, 0, 58, 0	38, 208, 124	#33cc66
	Southeast / Pueblo del Rio	718C	0, 74, 100, 8	190, 77, 0	#cc6600
	Van Nuys / Studio City	3155C	100, 9, 29, 47	0, 98, 114	#006666
	Vermont / Main	361C	77, 0, 100, 0	67, 176, 42	#339933
	Watts	666C	36, 39, 2, 5	161, 146, 178	#999999
	Wilmington	7410C	0, 41, 59, 0	254, 173, 119	#ff9966
	Wilshire / Koreatown	806 C	0, 75, 5, 0	255, 62, 181	#ff33cc
	Van Nuys / North Hills	7676C	61, 64, 3, 0	117, 102, 160	#666699
	North Hollywood	7407C	6, 36, 79, 12	203, 160, 82	#cc9966
	Sun Valley	490C	26, 85, 85, 72	93, 42, 44	#663333
	Mission Hills	1505C	0, 56, 90, 0	255, 105, 0	#ff6600
	Pacoima	1775C	0, 49, 23, 0	255, 141, 161	#ff9999
	Canoga Park	525C	69, 100, 4, 45	87, 44, 95	#663366
	Hubbard	2567C	29, 45, 0, 0	193, 160, 218	#cc99cc
	Boyle Heights West	634C	100, 13, 10, 41	0, 95, 131	#006699
	GlassellPark/HighlandPark	167C	5, 77, 100, 15	190, 83, 28	#cc6633
	ElysianValley/CypressPark	3268C	86, 0, 53, 0	0, 171, 142	#009999
	Downtown A	300C	99, 50, 0, 0	0, 94, 184	#0066cc
	Downtown B	265 C	43, 76, 0, 0	144, 99, 205	#9966cc
	Downtown D	151C	0, 60, 100, 0	255, 130, 0	#ff9900
	Downtown E	485 C	0, 100, 100, 0	218, 41, 28	#cc3333
	Downtown F	219C	1, 92, 4, 0	218, 24, 132	#cc0099



# Type

## Ilium Designer Typefaces for LADOT Branded Material

Ilium is transitioning to using Calibri (or Arial) as the primary fonts for LADOT Transit. Until a new design has been approved the old fonts will still be in use. Ilium is not reformatting old designs with the new brand fonts.

Headlines in advertising:

If you need to step outside the box or have a specialized need other typefaces may be used to create a specific mood or a unique look and feel for a campaign. All body copy and supporting text should still be in Calibri or Arial.

Past fonts were:

Avenir, for body copy and display, Avenir Next Condensed, for display and marked copy, and Weidemann, for body copy.

Avenir's lighter weights (35 Light, 45 Book & 55 Roman) are used for body copy while the heavier weights (65 Medium, 75 Bold, 85 Heavy and 95 Black).



# Type

## Official LADOT Brand & System Typefaces

The Official LADOT Brand Typeface is Calibri. The entire Calibri type family, noted for its wide availability across Microsoft Office programs, is utilized. For readability's sake text should be sized no smaller than 6pt.

Calibri

Calibri Regular

*Calibri Italic*

**Calibri Bold**

**Calibri Bold Italic**

The Official LADOT System Typeface is Arial. The Arial family is only to be used in instances that Calibri is not available. For readability's sake text should be sized no smaller than 6pt.

Arial

Arial Regular

*Arial Italic*

**Arial Bold**

***Arial Bold Italic***



# Type

## Past LADOT Transit Typefaces for Branded Material

Avenir Next Condensed is the typeface that is primarily used for display. Because of this the heavier weights (Medium, Demi Bold, Bold and Heavy) are used over the lighter weights.

Avenir

Avenir

Avenir

Avenir

Avenir

Avenir

Avenir

Avenir

Medium

Demi Bold

Bold

Heavy

Weidemann is the typeface that is used exclusively for body copy on text heavy print materials like brochures or pamphlets.

Weidemann

Weidemann

Weidemann

Weidemann

Weidemann

Weidemann

Weidemann

Weidemann

Book

*Book Italic*

Medium

*Medium Italic*

Bold

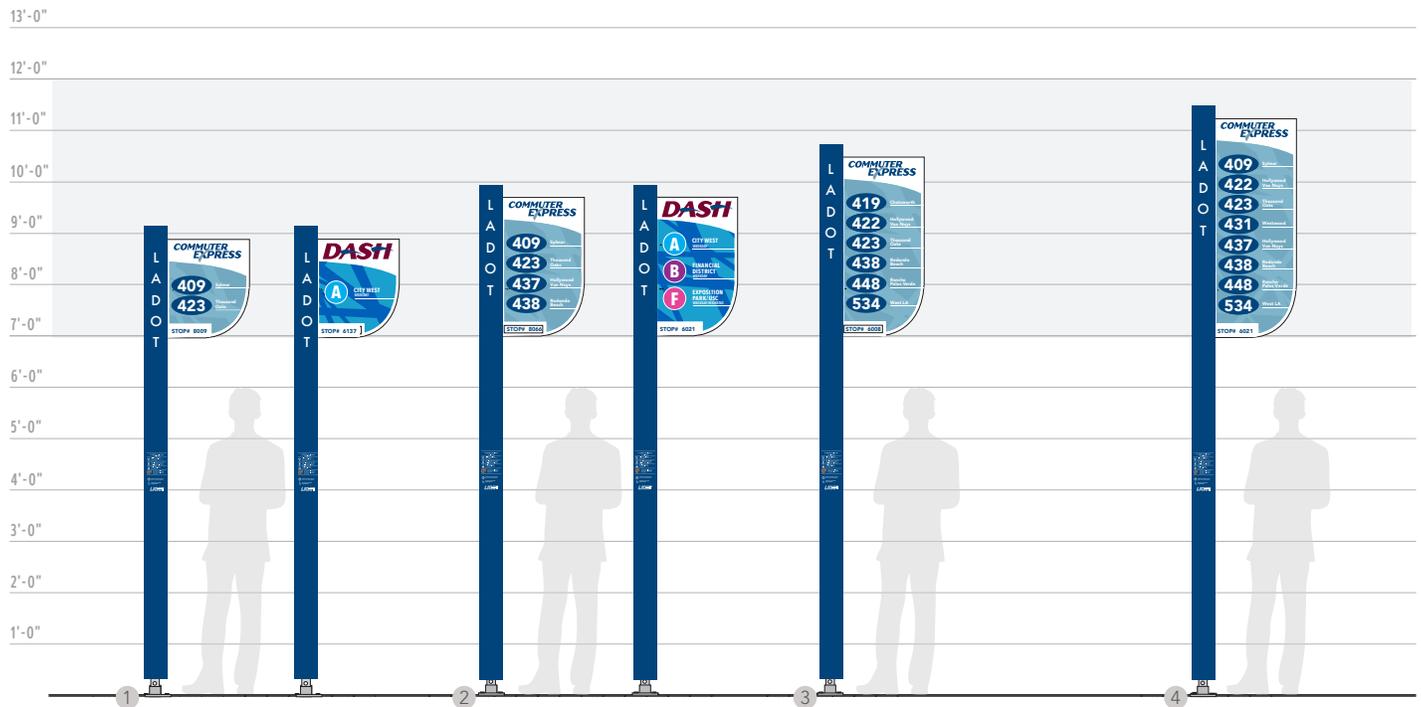
*Bold Italic*

Black

*Black Italic*

# Signs

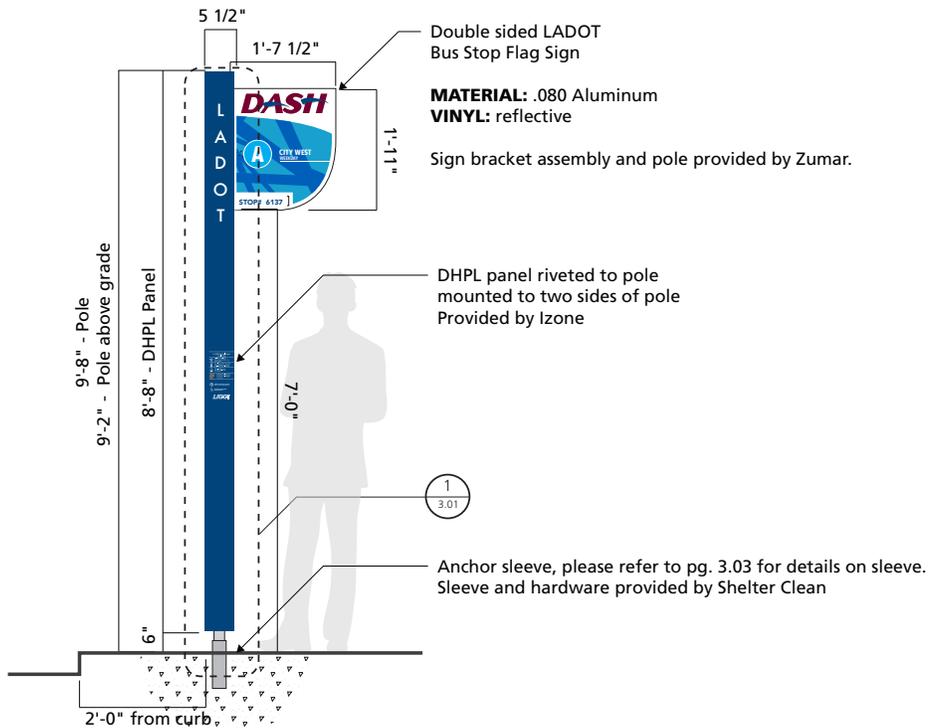
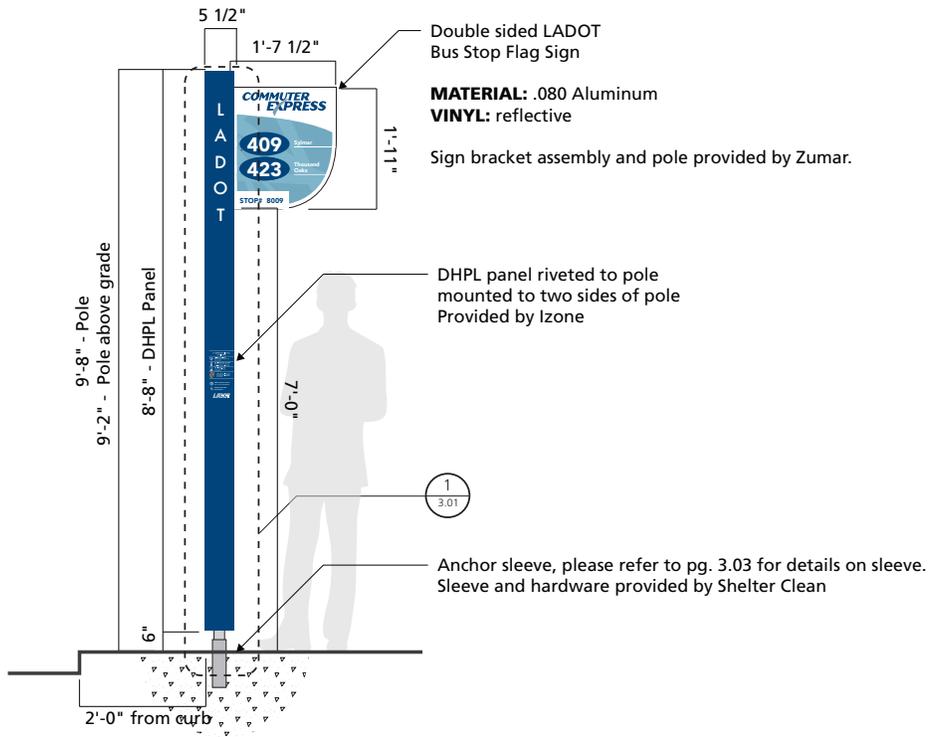
## Sign Pole Overview



1. **Sign Type A** For Commuter Express when displaying one to two routes, or for DASH when displaying one route.
2. **Sign Type B** For Commuter Express when displaying three to four routes, or for DASH when displaying two to three routes
3. **Sign Type C** For Commuter Express when displaying five to six routes
4. **Sign Type D** For Commuter Express when displaying seven to eight routes

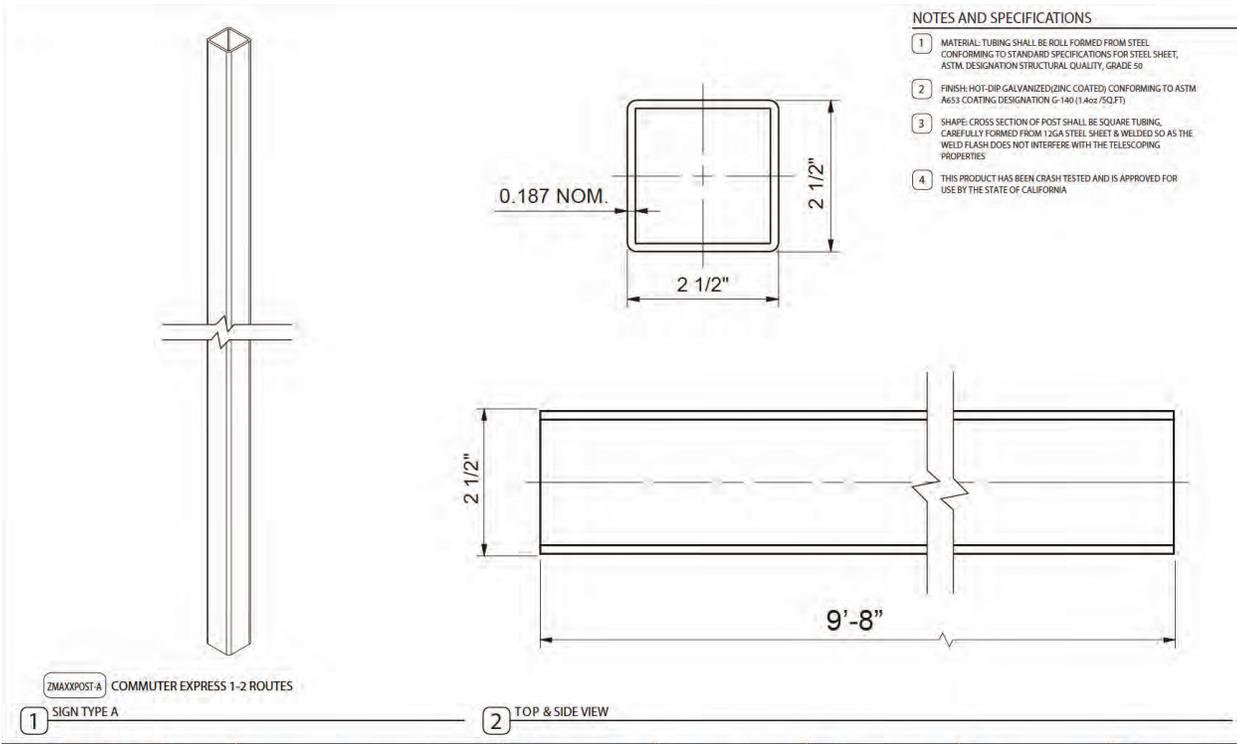
# Signs

## Sign Type A



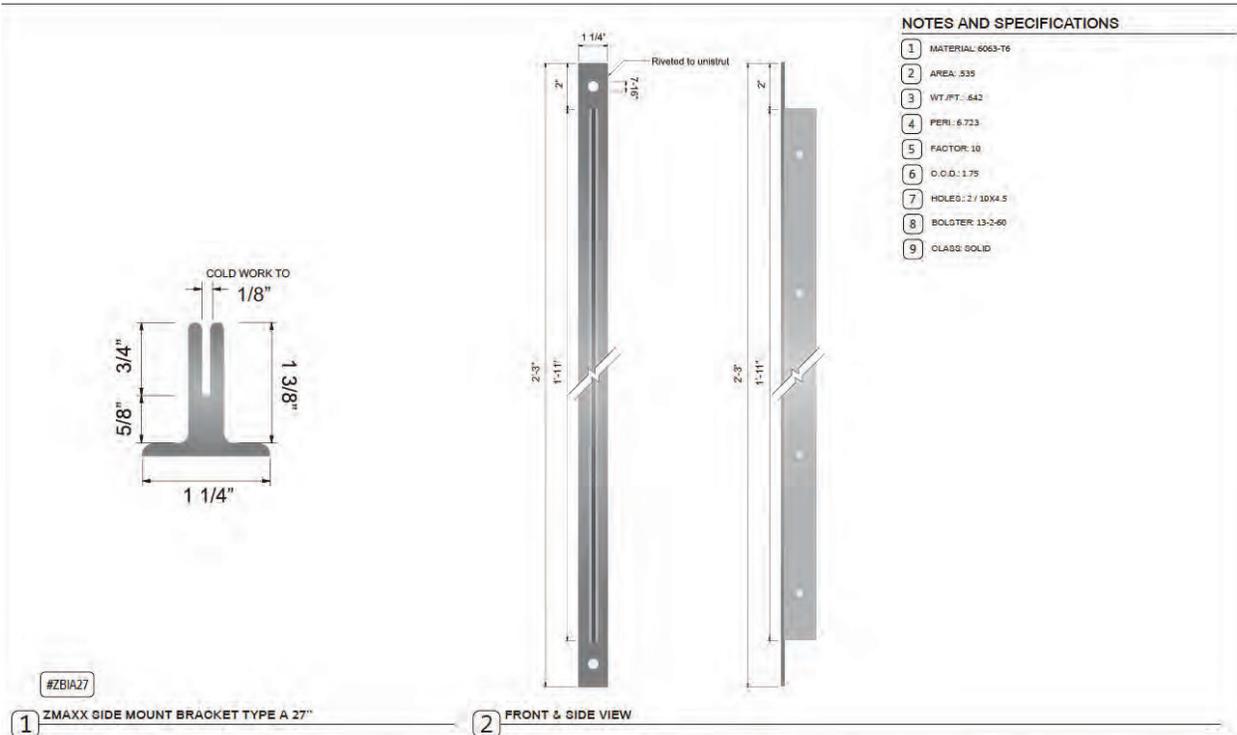
# Signs

## Sign Type A



### NOTES AND SPECIFICATIONS

- 1 MATERIAL: TUBING SHALL BE ROLL FORMED FROM STEEL CONFORMING TO STANDARD SPECIFICATIONS FOR STEEL SHEET, ASTM DESIGNATION STRUCTURAL QUALITY, GRADE 50
- 2 FINISH: HOT-DIP GALVANIZED (ZINC COATED) CONFORMING TO ASTM A653 COATING DESIGNATION G-140 (1.4oz /SQ.FT)
- 3 SHAPE: CROSS SECTION OF POST SHALL BE SQUARE TUBING, CAREFULLY FORMED FROM 12GA STEEL SHEET & WELDED SO AS THE WELD FLASH DOES NOT INTERFERE WITH THE TELESCOPING PROPERTIES
- 4 THIS PRODUCT HAS BEEN CRASH TESTED AND IS APPROVED FOR USE BY THE STATE OF CALIFORNIA

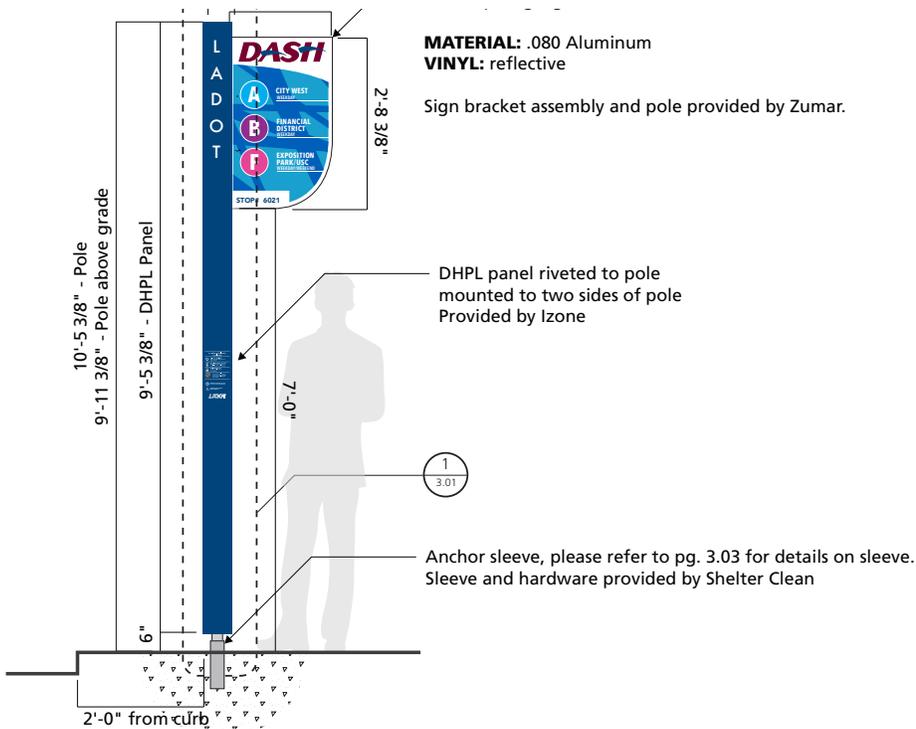
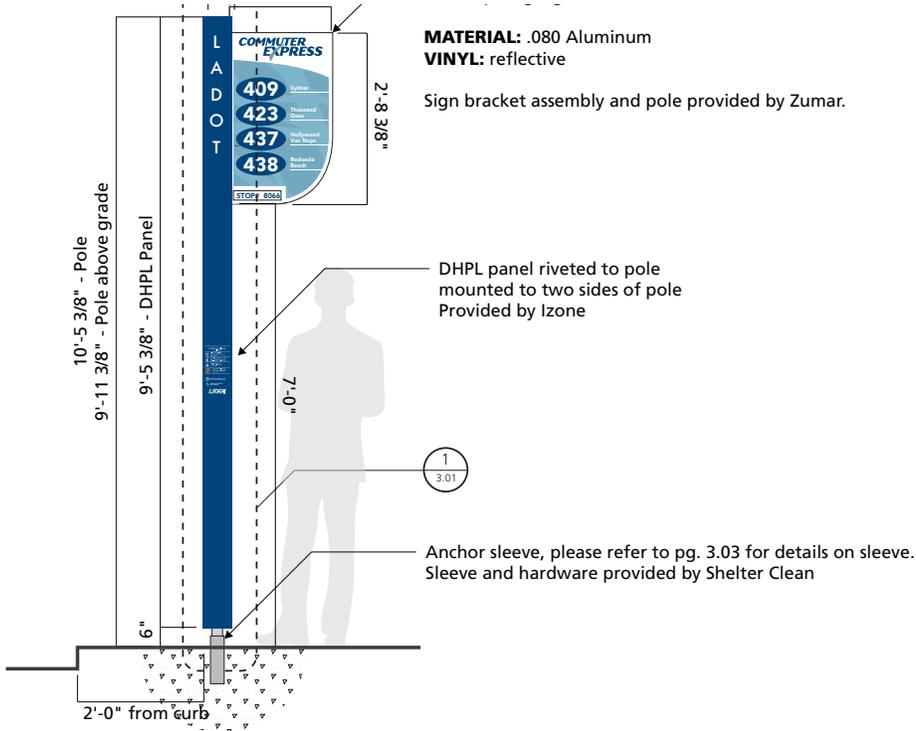


### NOTES AND SPECIFICATIONS

- 1 MATERIAL: 6063-T6
- 2 AREA: 535
- 3 WT./FT.: .642
- 4 PERI.: 6.723
- 5 FACTOR: 10
- 6 O.D.D.: 1.75
- 7 HOLEG.: 2 / 10X4.5
- 8 BOLSTER: 13-2-60
- 9 CLASS: GOLD

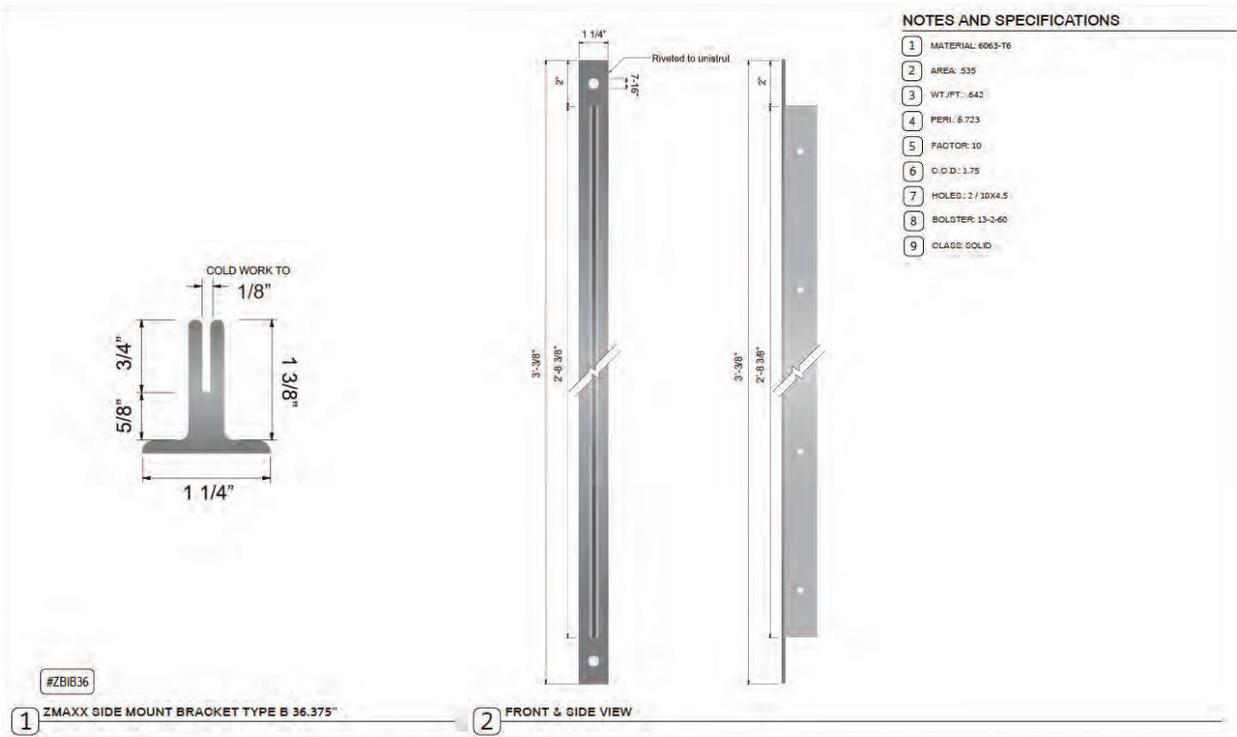
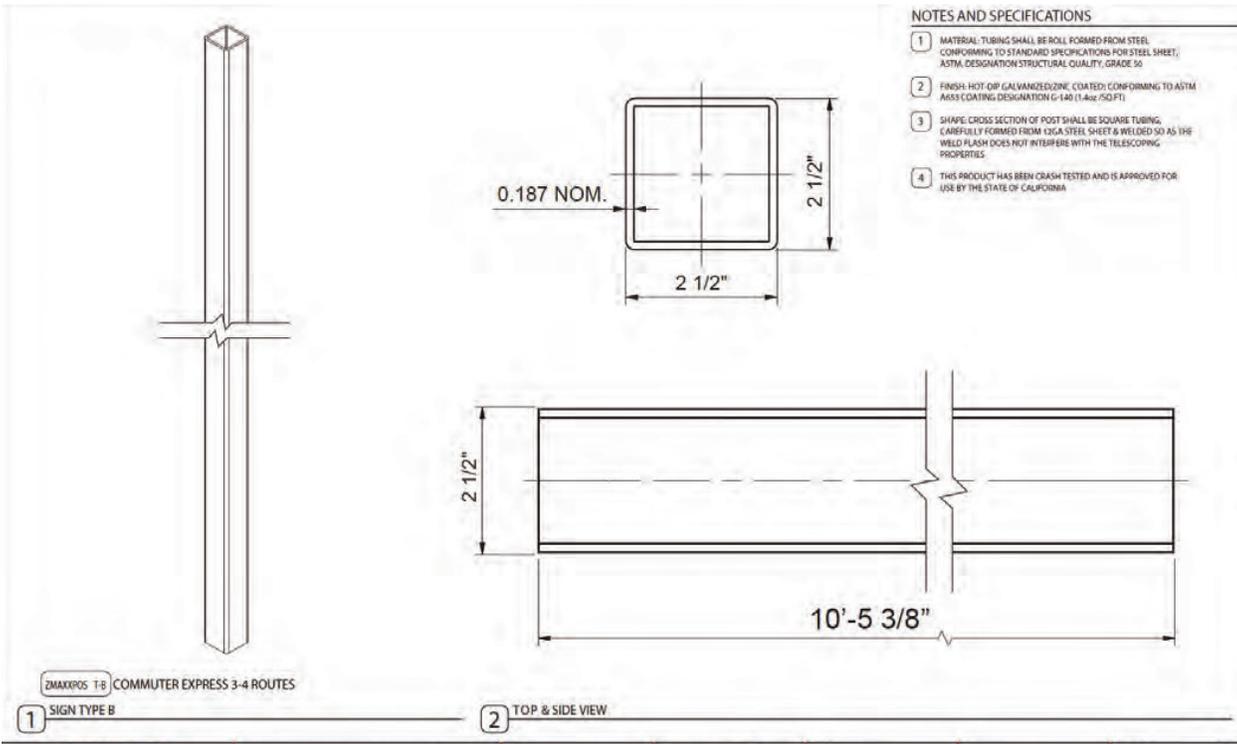
# Signs

## Sign Type B



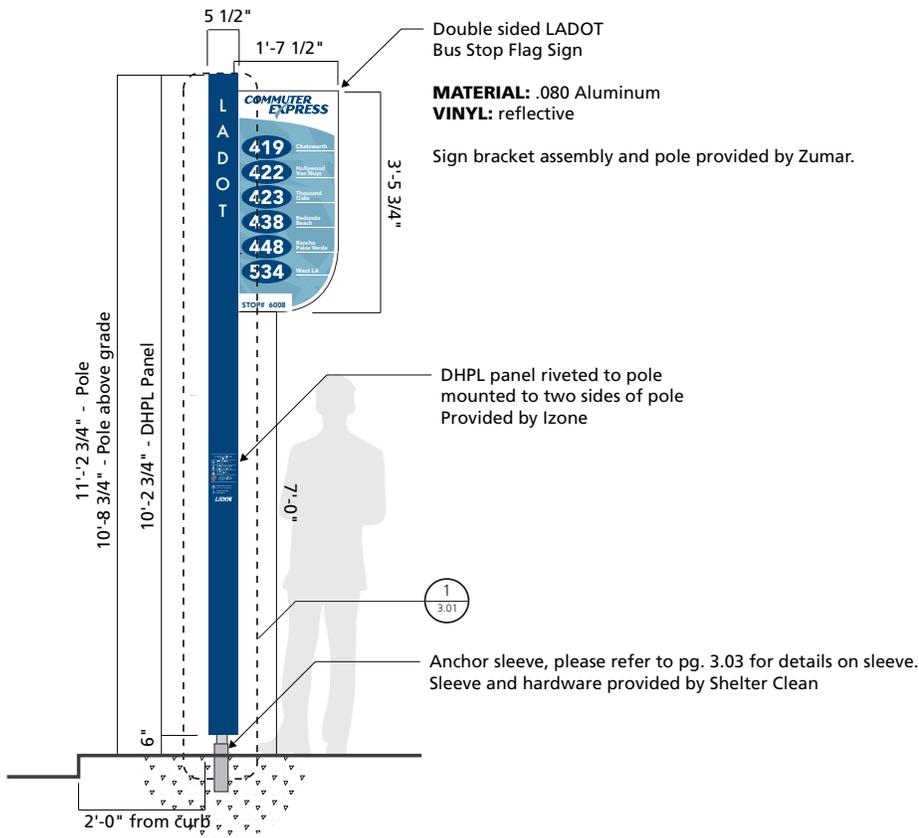
# Signs

## Sign Type B



# Signs

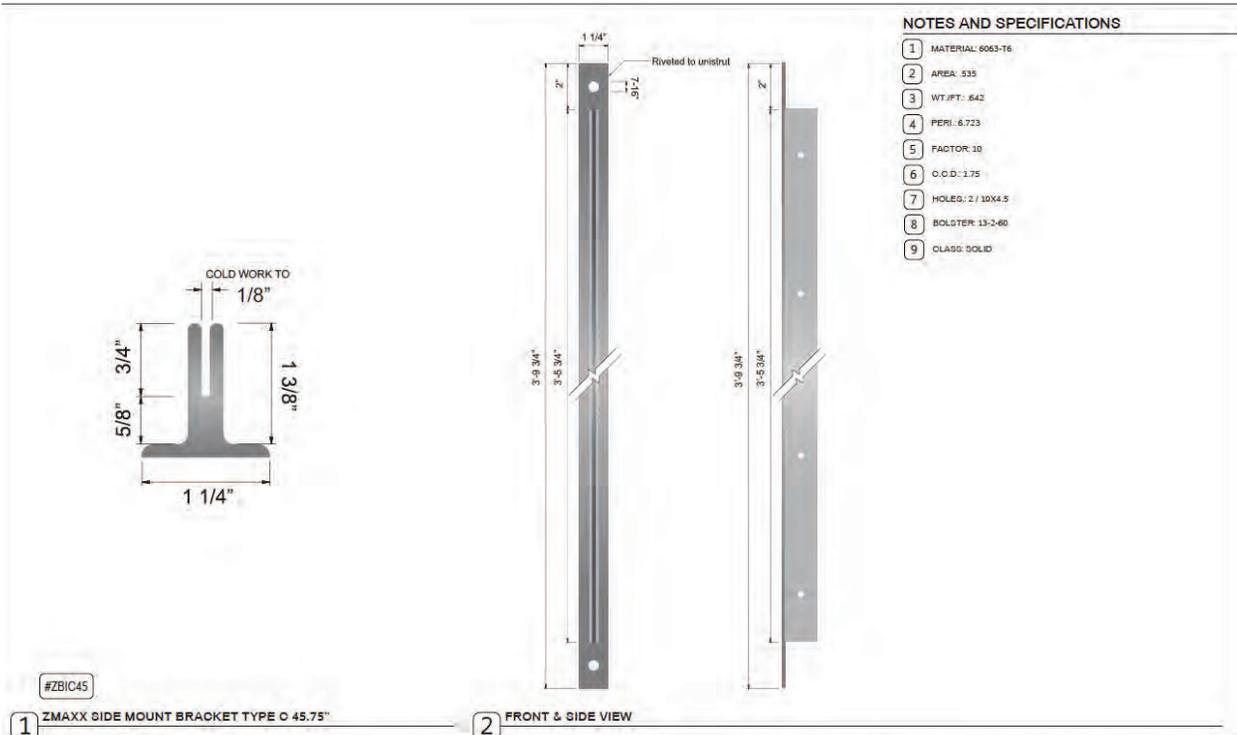
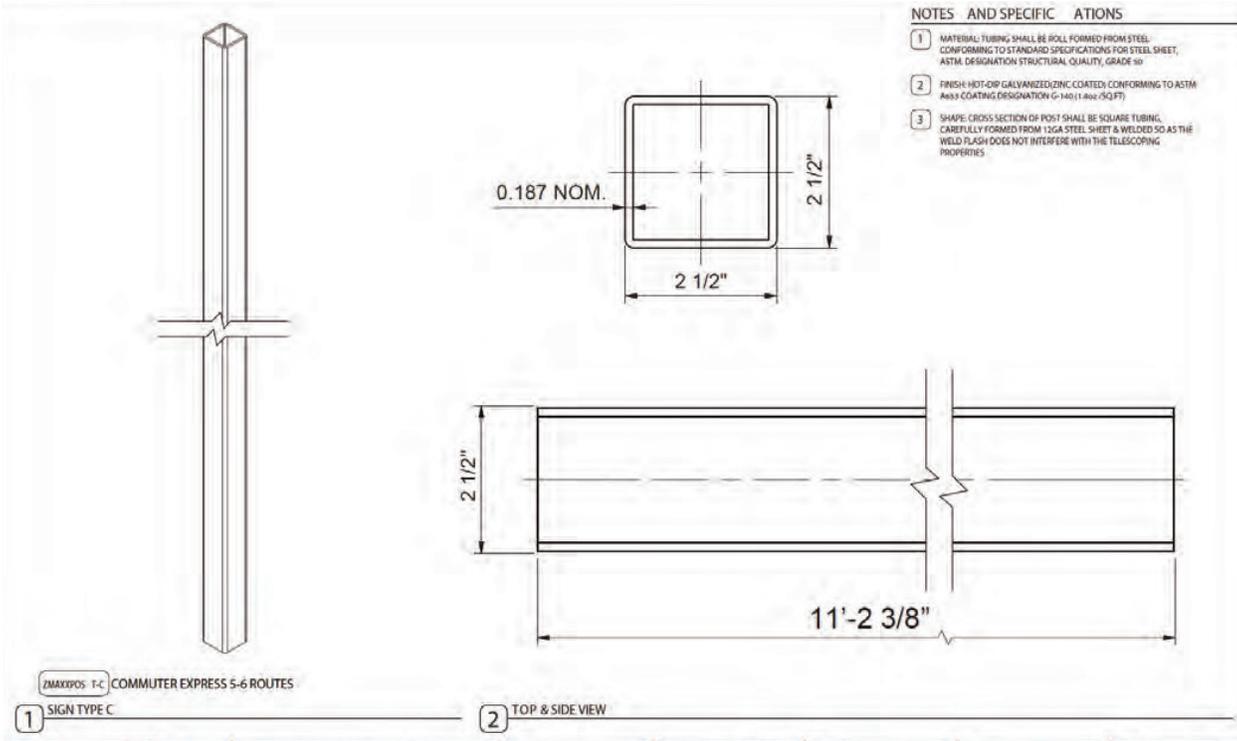
## Sign Type C



**SIGN TYPE C -**  
Commuter Express 5-6 Routes

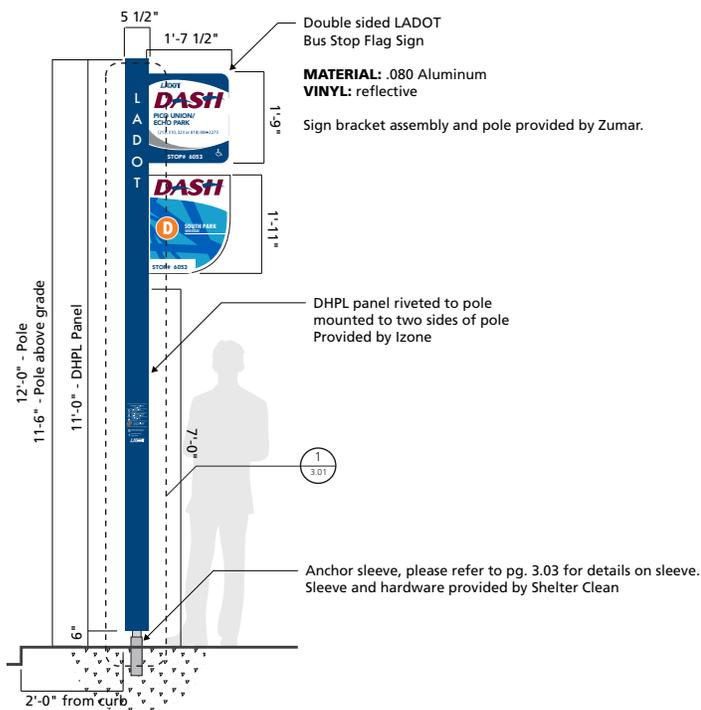
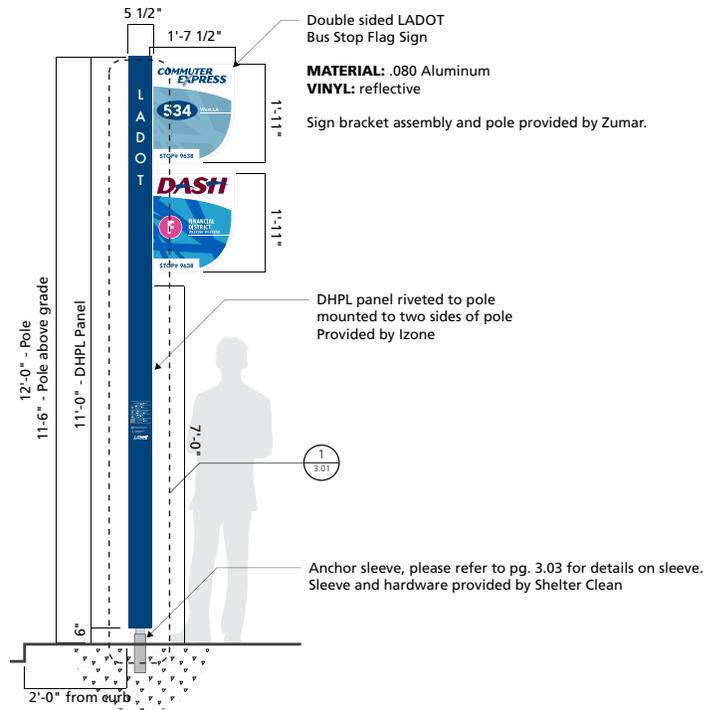
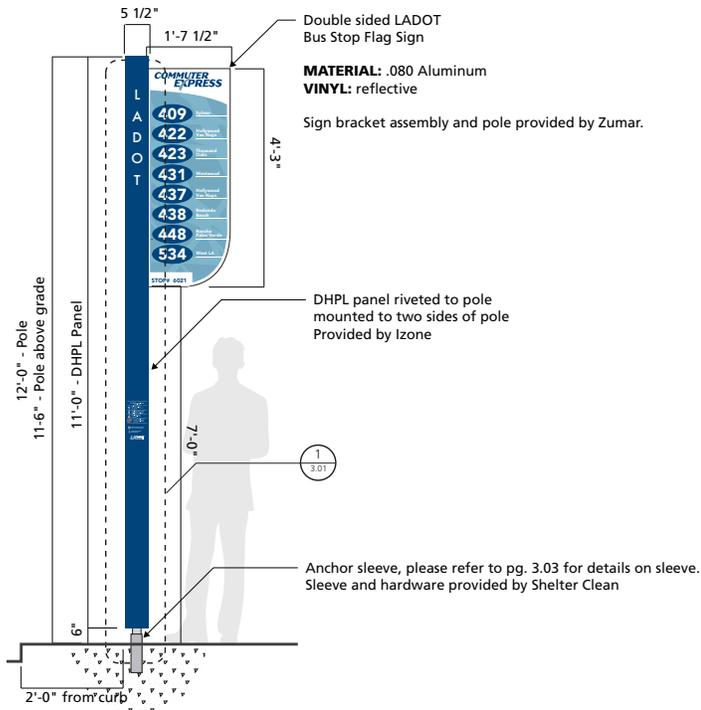
# Signs

## Sign Type C



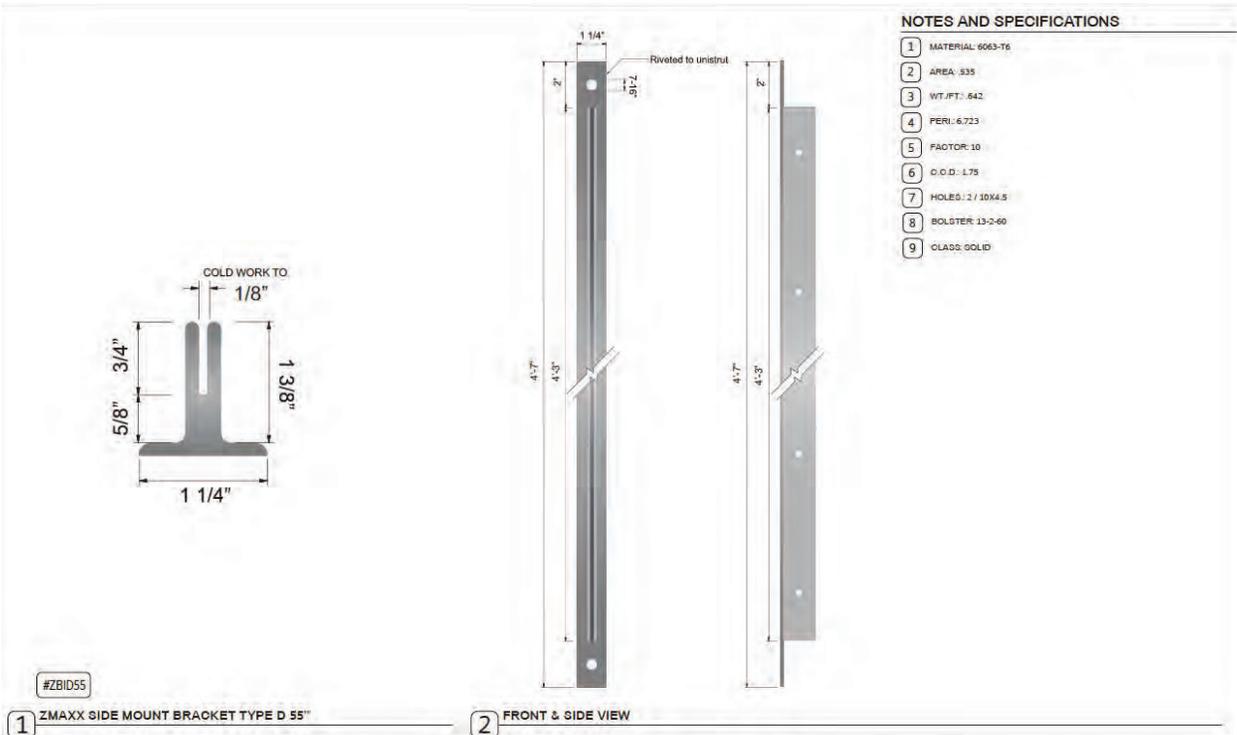
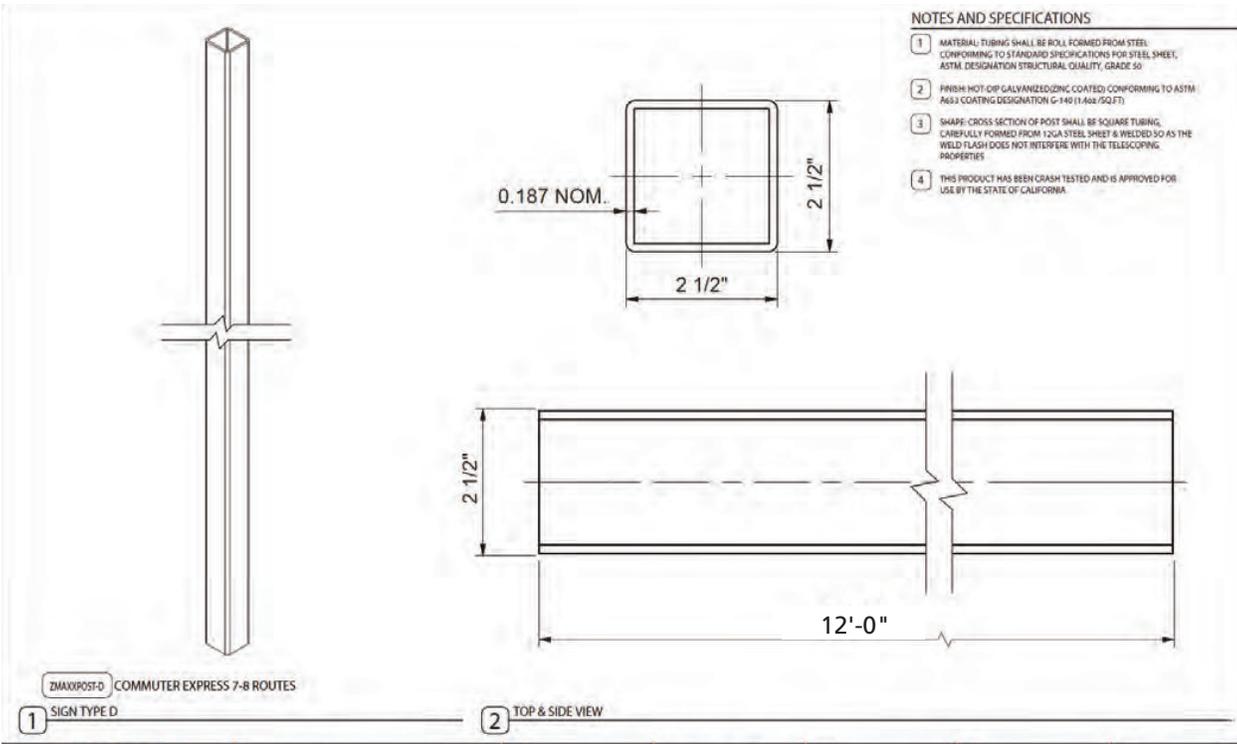
# Signs

## Sign Type D



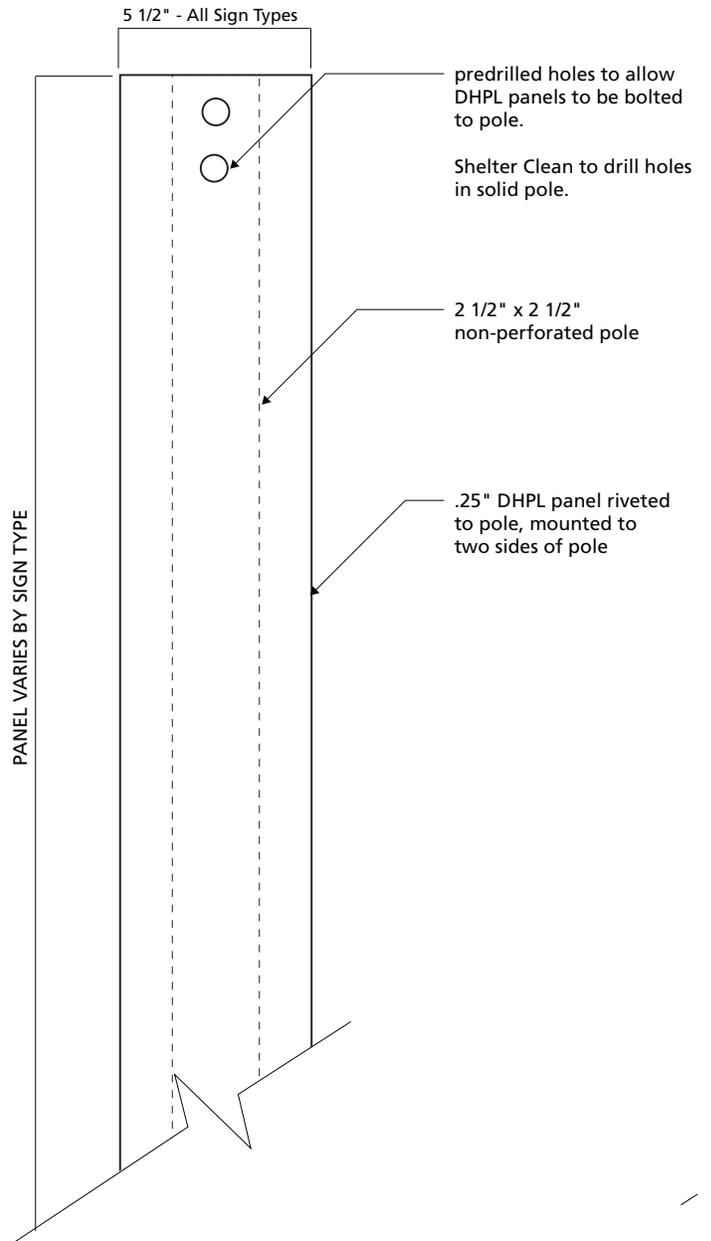
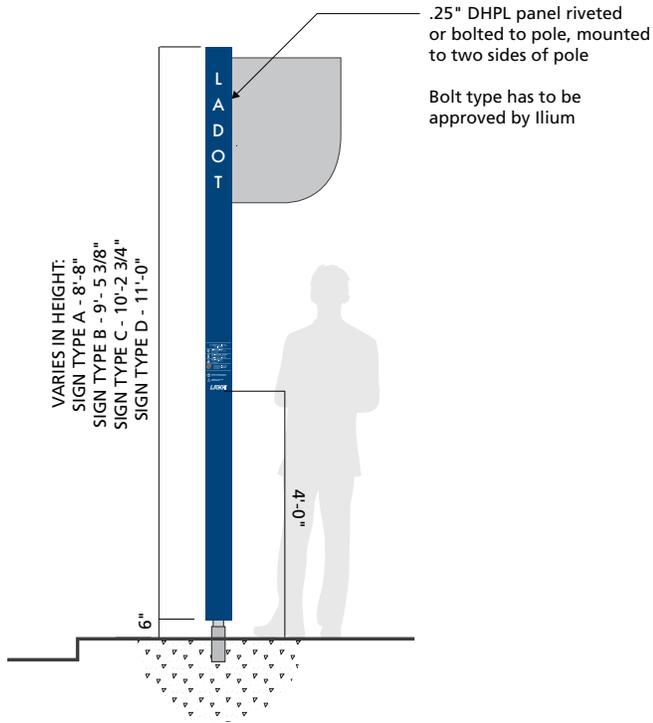
# Signs

## Sign Type D



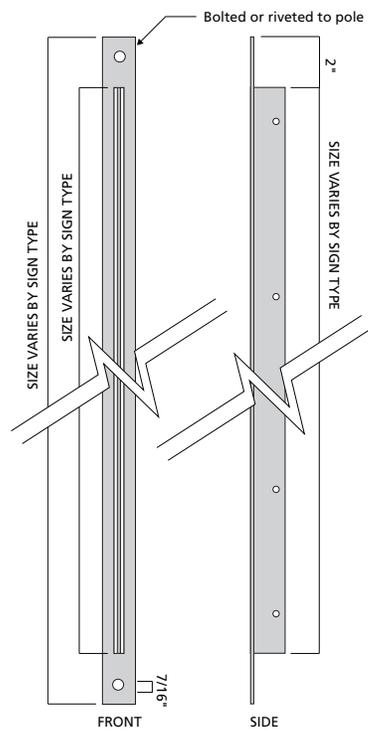
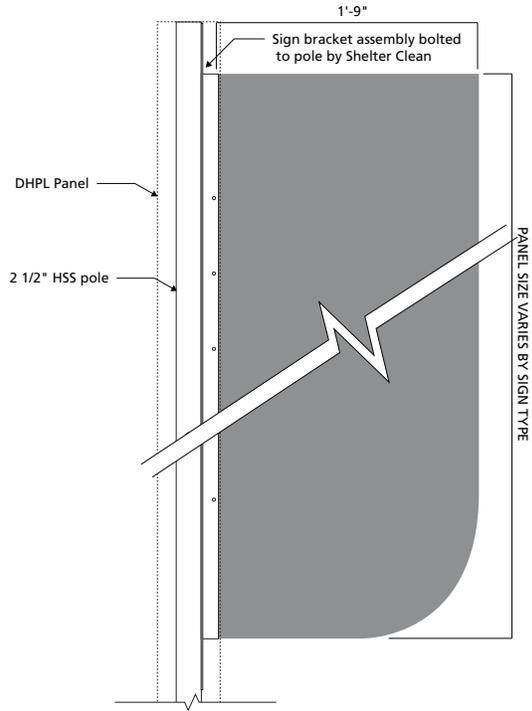
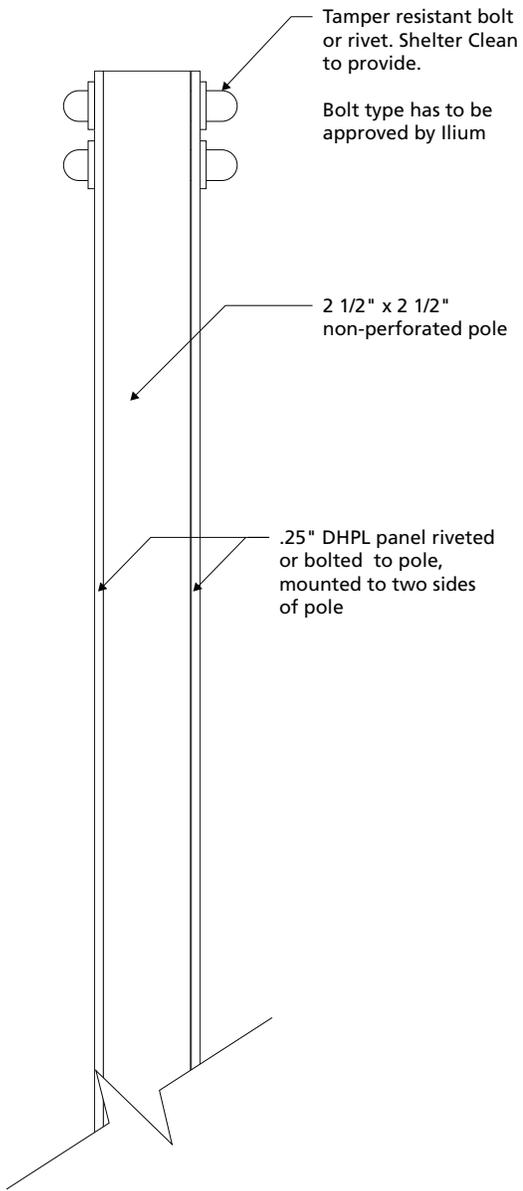
# Signs

## Sign Pole Specifications



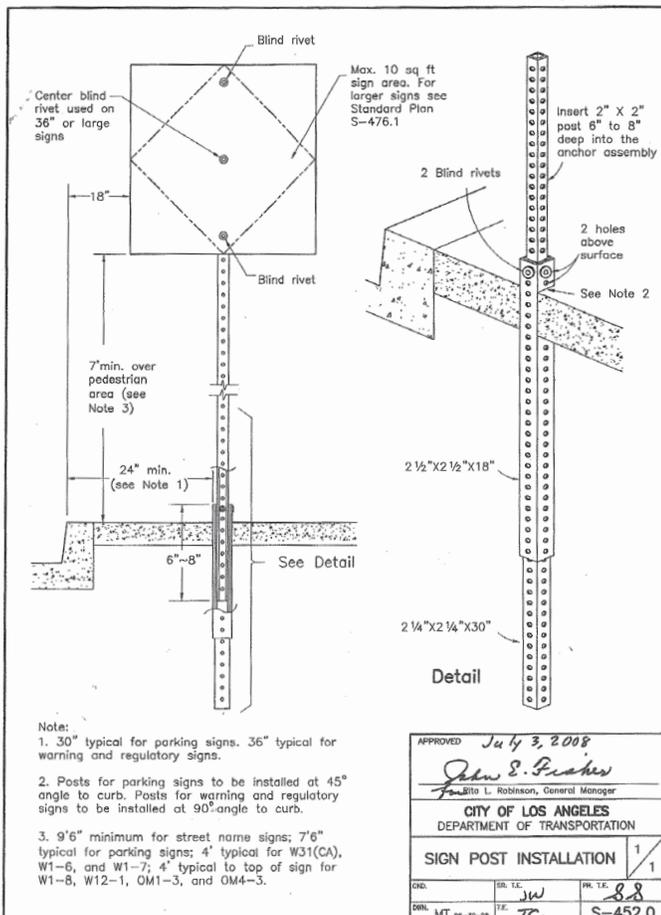
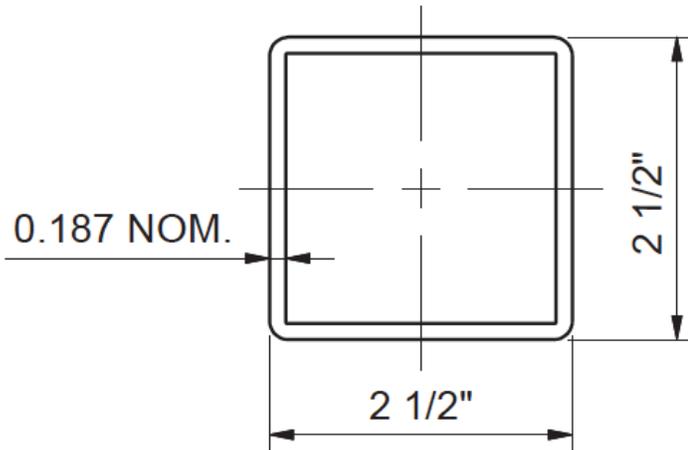
# Signs

## Sign Pole Specifications



# Signs

## Sign Pole Specifications



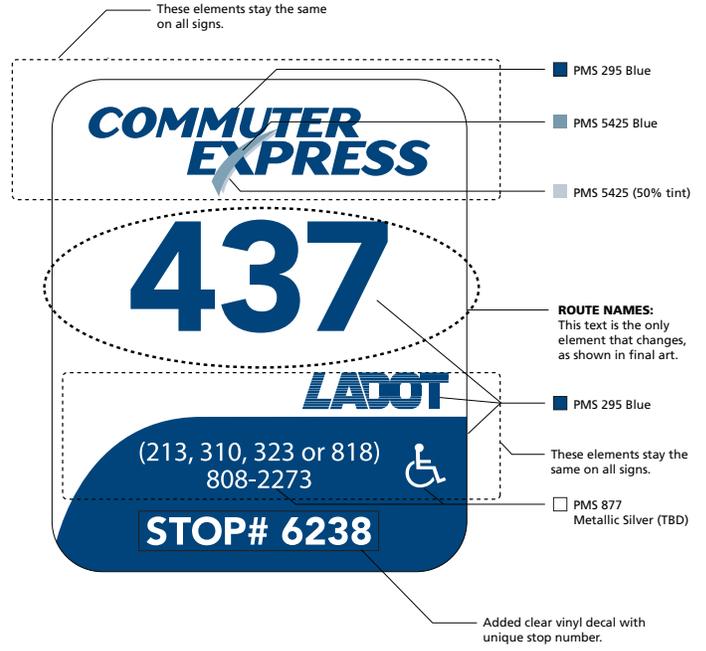
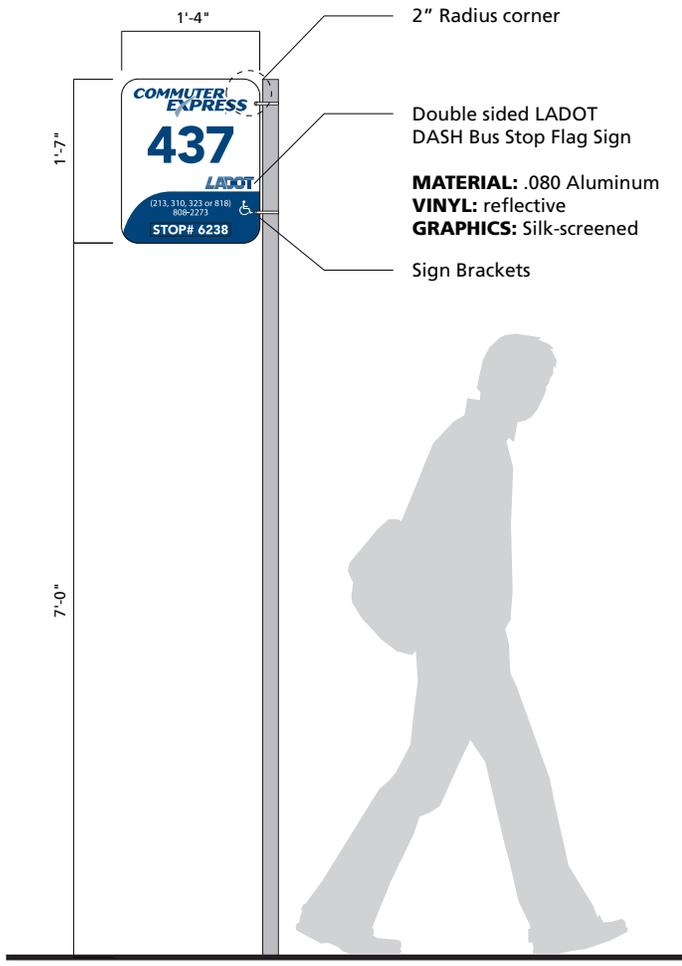
# Signs

## DASH Road Sign



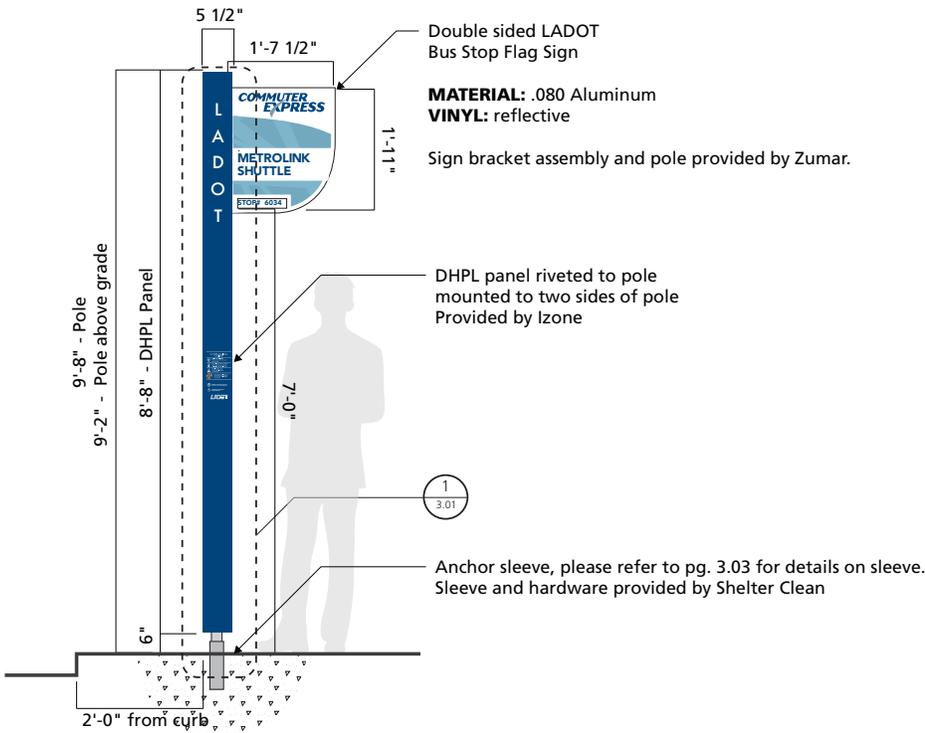
# Signs

## Commuter Express Sign



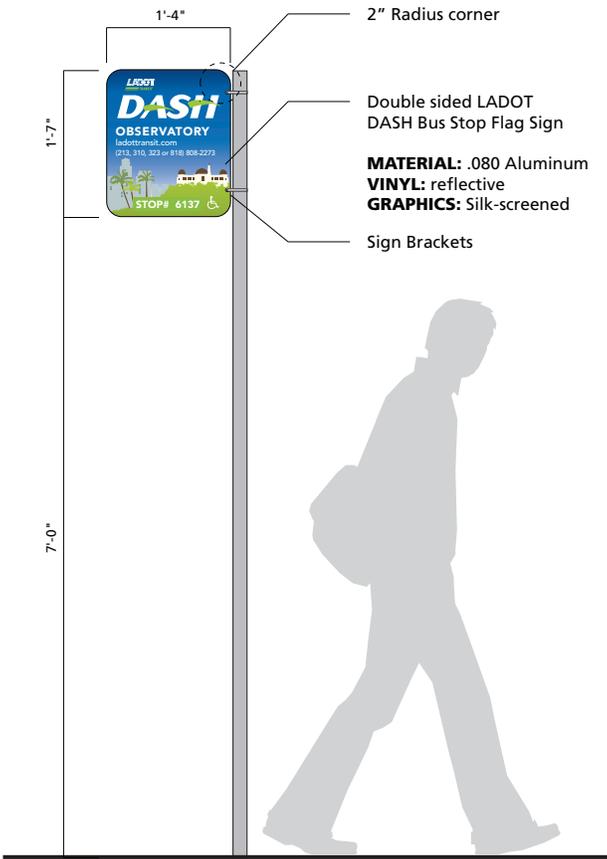
# Signs

## Commuter Express – Metrolink Sign



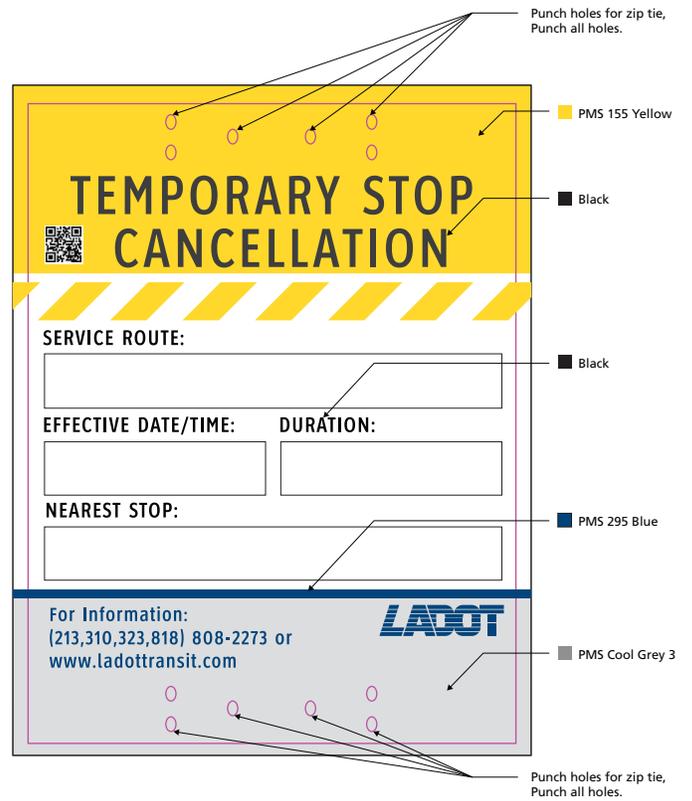
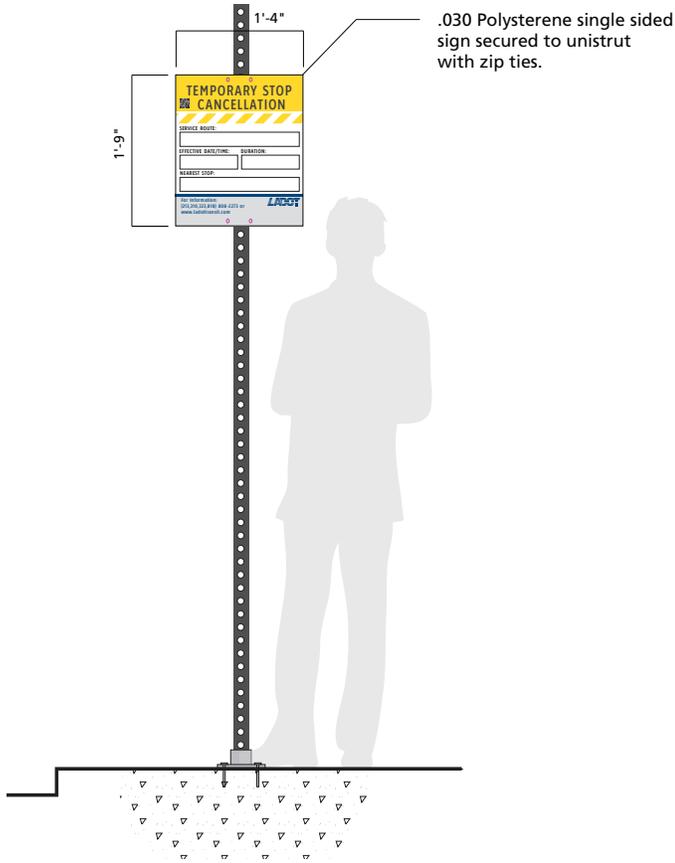
# Signs

## Observatory Shuttle



# Signs

## Temporary Stop Sign



# Signs

## Eye Level Signs



**Get Commuter Express arrival times, in real time!**

---

 **Call (213) 785-3858**  
When prompted, key in your stop number.

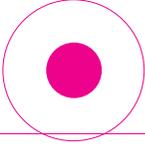
---

 **Text "ladot ####" to 41411**  
#### is the stop number you would like the arrival time for.

---

 **Visit [ladotbus.com](http://ladotbus.com)**  
on your mobile device or computer.

Stop numbers are located on the bottom of each stop sign. Each stop has a **DIFFERENT** stop number.



**Get DASH arrival times, in real time!**

---

 **Call (213) 785-3858**  
When prompted, key in your stop number.

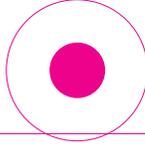
---

 **Text "ladot ####" to 41411**  
#### is the stop number you would like the arrival time for.

---

 **Visit [ladotbus.com](http://ladotbus.com)**  
on your mobile device or computer.

Stop numbers are located on the bottom of each stop sign. Each stop has a **DIFFERENT** stop number.



# Signs

## Eye Level Signs

1'-0"

**COMMUTER EXPRESS**

**549**

**LADOT**

(213, 310, 323 or 818)   
808-2273

**STOP# 6238**

Get Commuter Express arrival times,  
in real time!

 **Call (213) 785-3858**  
When prompted, key in your stop number.

 Text "ladot ####" to 41411  
#### is the stop number you would like  
the arrival time for.



1'-11"

1'-0"

**COMMUTER EXPRESS**

**438**

**448**

**LADOT**

(213, 310, 323 or 818)   
808-2273

**STOP# 9265**

Get Commuter Express arrival times,  
in real time!

 **Call (213) 785-3858**  
When prompted, key in your stop number.

 Text "ladot ####" to 41411  
#### is the stop number you would like  
the arrival time for.



2'-4"

# Signs

## Eye Level Signs

1'-0"

2'-4"

**COMMUTER EXPRESS**

**438**

**448**

**LADOT**

(213, 310, 323 or 818)   
808-2273

**STOP# 9233**

Get Commuter Express arrival times,  
in real time!

 Call (213) 785-3858  
When prompted, key in your stop number.

 Text "ladot ####" to 41411  
#### is the stop number you would like  
the arrival time for.



**COMMUTER EXPRESS**

**438**

**LADOT**

(213, 310, 323 or 818)   
808-2273

**STOP# 9245**

Get Commuter Express arrival times,  
in real time!

 Call (213) 785-3858  
When prompted, key in your stop number.

 Text "ladot ####" to 41411  
#### is the stop number you would like  
the arrival time for.



# Route Brochures

## Route Brochure Overview

LADOT provides detailed route brochures for all of their DASH and Commuter Express Routes. These 17in by 8.5in, 6 panel brochures give commuters a map of the route, a list of timepoints, fare information, how to access real-time bus updates, a list of other services LADOT offers, and contact information on LADOT.

Both DASH and Commuter Express route brochures are layout and formatted in a similar fashion with only slight differences. The first set of samples come from a DASH brochure and then are followed by a Commuter Express brochure. Only select pages from the commuter Express brochure are used to highlight differences between the two brochures. Otherwise all formatting, typography and layout choices are the same between the two.

Also be aware that the design templates shift from brochure to brochure to accommodate larger or smaller route maps and timetables. However the defined elements in the following samples are the same across all brochures.

EFFECTIVE JULY 1, 2016  
A PARTIR DEL 1 DE JULIO 2016

**DASH**  
**BEACHWOOD CANYON**



USE YOUR  
7-OR 30-DAY  
**METRO  
PASS ON  
DASH**

JUL 1 - DEC 31  
2016

Hollywoodland Gate

Eric Garcetti,  
Mayor/Alcalde

David Ryu,  
Mitch O'Farrell  
Councilmembers/  
Concejales

(213, 310, 323  
or / o 818) 808-2273  
www.ladottransit.com



**LADOT**  
TRANSIT  
City of Los Angeles  
Department of Transportation



EFFECTIVE JULY 1, 2016

**COMMUTER  
EXPRESS**

**574**



Sylmar  
Granada Hills  
North Hills  
Reseda  
Encino  
LAX  
El Segundo

Sylmar/San Fernando  
Transit Center  
Child Care

**LADOT**  
TRANSIT  
City of Los Angeles Department  
of Transportation  
(213, 310, 323  
or 818) 808-2273  
www.ladottransit.com




# Brochures

## DASH Route Brochures

lockup:  
Avenir Next Condensed  
Light, 26/24, -50 kern,  
C30 M4 Y0 K31

Avenir Next Condensed  
Light, 21/19, -50 kern,  
C30 M4 Y0 K31

Avenir Next Condensed  
Demi Bold, 31/27, 0  
kern, C40 M5 Y100 K0

Avenir Next Condensed  
Demi Bold, 26/24, -10  
kern, C40 M5 Y100 K0

Avenir Next Condensed  
Light 26/24, -10 kern,  
C30 M4 Y0 K31

Avenir Next Condensed  
Bold 37.5/31, -10 kern,  
white

Solid line, 1px width,  
black 25%

Avenir Next Condensed  
Bold 14/auto, 0 kern,  
C30 M4 Y0 K31

1/2"

EFFECTIVE JULY 1, 2016  
A PARTIR DEL 1 DE JULIO 2016

effective date:  
Avenir Black, 8/12, 150 tracking  
top bar: PMS 295

1 1/2"

**DASH**  
**BEACHWOOD  
CANYON**

route title:  
Avenir Black, 23/28  
10 kerning PMS 295

USE YOUR  
7- OR 30-DAY  
**METRO  
PASS ON  
DASH**



JUL 1 - DEC 31  
2016

Hollywoodland Gate

photo caption:  
Avenir Book, 8 pt, White

1 5/8"

(213, 310, 323  
or/o 818) 808-2273  
www.ladottransit.com

Eric Garcetti,  
Mayor/Alcalde

David Ryu,  
Mitch O'Farrell  
Councilmembers/  
Concejales

Council people:  
Avenir Roman, 10/12  
10 kerning  
names: black  
titles: 75% black  
NOTICE:  
This information is different on  
each brochure and may need  
updating w/ each reprint.

Contact information:  
Avenir Heavy 10/10, white



City of Los Angeles  
Department of Transportation



City Information:  
Avenir Medium 7.5/8.5, white

# Brochures

## DASH Route Brochures

1/2"

[www.ladottransit.com](http://www.ladottransit.com)

web address: Avenir Heavy, 8 pt  
bar: PMS 295

"route":  
Avenir  
Black,  
8 pt, Bk,  
Spanish  
75% Bk

title: Avenir Black, 9/13, LADOT  
Transit Blue  
text: Weidemann Book, 10/12  
english - 100% black,  
spanish - 85% black

route #:  
Avenir Black, 9 pt,  
LADOT Transit Blue

bars: 18% PMS 295

### COMMUTER EXPRESS

LADOT offers stress-free, reliable express bus service to Downtown Los Angeles in the morning and back in the afternoon from these communities:/LADOT ofrece servicio de autobús rápido, confiable y libre de tensión al centro de la ciudad de Los Angeles por la mañana y de regreso por las tarde, partiendo de las siguientes comunidades:

#### ROUTE/RUTA

**409** Sylmar - Sunland - Tujunga - Montrose - Glendale

**419** Chatsworth - Northridge - Granada Hills - Mission Hills

**423** Thousand Oaks - Agoura Hills - Calabasas - Woodland Hills - Encino

**431** Westwood - Rancho Park - Palms

**437** Venice - Marina Del Rey - Culver City

**438** Redondo Beach - Hermosa Beach - Manhattan Beach - El Segundo

**448** Rancho Palos Verdes - Torrance - Lomita - Wilmington - Harbor City

Service is also provided within Downtown LA in the morning and afternoon during commuting hours using Commuter Express buses:/Servicio es proveído en el centro de Los Angeles en la mañana y en la tarde durante horas de tráfico usando el autobús Commuter Express.

Union Station/Bunker Hill Shuttle

Service is also available between:/También existe servicio entre

**142** San Pedro - Long Beach

**422** Central Los Angeles - Hollywood - San Fernando Valley - Thousand Oaks

**534** Union Station - Downtown Los Angeles - Century City - Westwood

**549** Encino - N. Hollywood - Burbank - Glendale - Pasadena

**573** Mission Hills - Granada Hills - Encino - Westwood - Century City

**574** Sylmar - Mission Hills - Granada Hills - Encino - Westchester - LAX - El Segundo

# Brochures

## DASH Route Brochures

1/2" **DASH BEACHWOOD CANYON**

3/8" How to Read Your DASH Pocket Schedule/  
Cómo Leer Su Horario de DASH

**L**ocate a time point **A** on the map that is near where you want to board the bus. Find the same time point on the schedule under the direction you want to go. Listed below it are the times that the bus will be at that location./Localice en el mapa el punto y la hora **A** mas cercanos a donde usted desea abordar el autobús. Encuentre el mismo punto y hora en el horario bajo la dirección hacia la que desea dirigirse. Debajo de éste se encuentran los horarios en los cuales el autobús estará en esa ubicación.

route name: Avenir Black, 12 pt  
kerning: 180

column headings: Avenir Light, 11.5/14  
english - PMS 287C  
spanish - 75% PMS 287C

**A** timepoint: route color

### Look for These LADOT Services/ Esté al Pendiente Estos Servicios de LADOT

**T**he City of Los Angeles Department of Transportation (LADOT) offers a variety of services tailored to the specific needs of the City's residents. Funded by Proposition A and C sales tax revenues, here are some ways LADOT is moving Los Angeles forward./El Departamento de Transporte del Ayuntamiento de Los Angeles ofrece una variedad de servicios creados de acuerdo con las necesidades de los residentes de la ciudad. Financiado por medio del ingreso del impuesto sobre las ventas de la Proposición A y C, he aquí algunos de los servicios de transporte que presta LADOT en toda la ciudad de Los Angeles.

subheads: Avenir Heavy, 10/12  
english - PMS 287C  
spanish - 75% PMS 287C

text: Weidemann Book, 10/12  
english - 100% black,  
spanish - 85% black

### CITYRIDE

Taxi rides and dial-a-ride services at a discount are available to seniors and persons with mobility impairments through the Cityride Program. For more information, call (213, 310, 323 or 818) 808-RIDE./El programa Cityride tiene descuentos disponibles para las personas de la tercera edad y personas incapacitadas. Si desea inscribirse para recibir descuentos a viajes en taxi y para los servicios de dial-a-ride, llame al (213, 310, 323 o 818) 808-RIDE.

Title VI text: Weidemann Book, 8/9.6  
english - 100% black,  
spanish - 85% black

left margin: 3/8"

# Brochures

## DASH Route Brochures



box: route color

text: Weidemann Book, 10/11  
English: black  
Spanish: black 75%

contact info:  
Avenir Black 8/11, small caps

box: PMS 5793C

small type:  
Wiedemann Book, 8/9  
English: black  
Spanish: black 75%

left margin: 3/8"

### INFORMATION / INFORMACIÓN

If you need further assistance, please call one of the following numbers: / Para obtener más información, llame:

LADOT Transit Information/  
Información sobre servicios de transporte de LADOT  
(6:30AM–7:00PM Monday–Friday / lunes a viernes)

DASH, Commuter Express, Union Station / Bunker Hill Shuttle, Weekend Observatory Shuttle:  
**(213, 310, 323 OR/O 818) 808-2273**

Comments, Complaints / Reclamos  
**(213, 310, 323 OR/O 818) 808-2273**

Web Address / Dirección en Internet  
**LADOTTRANSIT.COM**

Lost & Found / Artículos perdidos **(213) 746-4066**

Cityride Program / Programa Cityride  
**(213, 310, 323 OR/O 818) 808-RIDE (7433)**

Connecting Transit Services / Conexiones con líneas locales de autobús **511**

Hearing Impaired / Personas con discapacidad auditiva **711**

Metro Trip Planner **METRO.NET**

LADOT complies with all federal requirements under Title VI, which prohibits discrimination on the basis of race, color or national origin. Any person who believes that he or she has been subjected to unlawful discrimination under Title VI may file a complaint by visiting the website at [ladottransit.com](http://ladottransit.com), by picking up a complaint form at the LADOT Transit Customer Service Center at 201 N. Los Angeles St., Space 16, Los Angeles, CA 90012, by contacting the Title VI Liaison at [ladot.titlevi@lacity.org](mailto:ladot.titlevi@lacity.org), or by calling 213-412-8921. / LADOT cumple con todos los requisitos federales estipulados por el Título VI, que prohíbe la discriminación en base de raza, color ó nacionalidad. Toda persona que considere que ha sido víctima de un acto discriminatorio del Título VI puede descargar un formulario de quejas en el sitio de web [ladottransit.com](http://ladottransit.com) o puede recoger un formulario en la LADOT Transit Customer Service Center en 201 N. Los Angeles St. Space 16, Los Angeles, CA 90012, también puede hacerlo por correo electrónico a [ladot.titlevi@lacity.org](mailto:ladot.titlevi@lacity.org) ó pueden llamar al 213-412-8921.

heading: Avenir Medium 13/13,  
-20 kerning  
english: white  
spanish: black 20%

# Brochures

## DASH Route Brochures

section header:  
Avenir Black 7/9, 0 kerning,  
English: black  
Spanish: black 75%

section boxes: black 20%

TAP card heading:  
Wiedemann Medium 8/8.5,  
C0 M50 Y100 K0

TAP card section box:  
C0 M8 Y15 K0

dates:  
Wiedemann Book Italic  
8/8.5, 0 kerning,  
English: black  
Spanish: black 75%

new pass box:  
C33 M0 Y85 K82

FARES / TARIFAS		
	PASS COST PRECIOS DE PASE	FARE TARIFA
<b>REGULAR FARES &amp; PASS COSTS</b> TARIFAS REGULAR Y PRECIOS DE PASE		
CASH Fare / Tarifa en Efectivo	—	50¢
TAP Fare—deducted from TAP stored value <sup>(1)</sup> Tarifa de TAP—deducida del valor agregado <sup>(1)</sup>	—	35¢
31-Day DASH Pass / DASH Pase de 31 Días	\$18	Free Gratis
7-Day DASH Pass / DASH Pase de 7 Días	\$5	Free Gratis
Children, 4 years or younger (maximum of 2 with fare paying adult)/Niños, 4 años o menor (máximo de 2) acompañados por un adulto que pague tarifa	—	Free Gratis
<b>SENIOR/DISABLED/MEDICARE FARES &amp; PASS COSTS</b> TARIFAS DE PERSONAS DE LA TERCERA EDAD/ CON IMPEDIMENTOS FÍSICOS/MEDICARE		
CASH Fare (with government agency proof of age or disability and photo ID)/Tarifa en Efectivo (con prueba de edad o discapacidad y foto ID)	—	25¢
Sold on Metro-issued Reduced Fare TAP cards only / Disponibile en una tarjeta reducida proporcionada por Metro		
TAP Fare—deducted from TAP stored value Tarifa de TAP—deducido del saldo de TAP	—	15¢
31-Day DASH Pass / DASH Pase de 31 Días	\$9	Free Gratis
7-Day DASH Pass / DASH Pase de 7 Días	\$2.50	Free Gratis
<b>K-12/COLLEGE/VOCATIONAL STUDENT PASSES &amp; FARES</b> TARIFAS DE ESTUDIANTES K-12/UNIVERSIDAD/VOCACIONAL		
CASH Fare / Tarifa en Efectivo	—	50¢
TAP Fare—deducted from TAP stored value Tarifa de TAP—deducido del saldo de TAP	—	35¢
Sold on Metro-issued Reduced Fare TAP cards only / Disponibile en una tarjeta reducida proporcionada por Metro		
31-Day DASH Pass / DASH Pase de 31 Días	\$9	Free Gratis
7-Day DASH Pass / DASH Pase de 7 Días	\$2.50	Free Gratis
<b>OTHER ACCEPTED PASSES/OTROS PASES ACEPTADAS</b>		
31-Day LADOT Pass / LADOT Pase de 31 Días		
EZ Transit Pass / EZ Transit Pass		
<b>NEW</b> Metro 7- & 30-Day Passes (from Jul 1–Dec 31, 2016 only) / 7- y 30-Días Pases de Metro (sólo de 1 jul. hasta 31 dic. 2016)	See Issuer / Vea usuario	Free Gratis
Metrolink Ticket or Pass Boleto o Pase de Metrolink		
Access Services ID TAP Card <sup>(2)</sup> Tarjeta de ID Servicios de Acceso <sup>(2)</sup>		
<b>NOTES / NOTAS</b>		
<sup>(1)</sup> Must have LADOT or Metro issued TAP card with Stored Value on card		
<sup>(2)</sup> Free ride for cardholder only; PCA's must pay appropriate fare		
<sup>(1)</sup> Debe tener una tarjeta de TAP con valor agregado		
<sup>(2)</sup> Viaje gratis con tarjeta de Access, PCA's deben pagar tarifa		

left margin: 3/8"

heading: Avenir Medium 13/13,  
-20 kerning  
English: white  
Spanish: black 20%

box: route color

heading: Avenir Medium 13/13,  
-20 kerning  
English: white  
Spanish: black 20%

box: route color

note section box: black 75%

note box: PMS 5793C

# Brochures

## DASH Route Brochures



### TO/HACIA SUNSET BLVD AND/Y BEACHWOOD CANYON

	Argyle & Hollywood Red Line Station <b>C</b>	Sunset & Vine <b>D</b>	Vine & Hollywood <b>E</b>	Beachwood & Franklin <b>B</b>	Beachwood & Westshire <b>A</b>
<b>MONDAY-SATURDAY/LUNES-SÁBADO</b>					
FIRST BUS MON-FRI/ EL PRIMERO AUTOBÚS LUNES-VIERNES	6:45AM 7:15	6:48 7:18	6:49 7:19	6:53 7:23	6:57 7:27
FIRST BUS SAT/ EL PRIMERO AUTOBÚS SÁBADO	7:40AM	7:43	7:44	7:48	7:52
	8:05	8:08	8:09	8:13	8:17
	8:30	8:33	8:34	8:38	8:42
	8:55	8:58	8:59	9:03	9:07
	9:25	9:28	9:29	9:33	9:37
	9:50	9:53	9:54	9:58	10:02
	10:15	10:18	10:19	10:23	10:27
	10:40	10:43	10:44	10:48	10:52
	11:05	11:08	11:09	11:13	11:17
	11:30	11:33	11:34	11:38	11:42
	11:55	11:58	11:59	12:03	12:07
	12:20	12:23	12:24	12:28	12:32
	12:45	12:48	12:49	12:53	12:57
	1:10	1:13	1:14	1:18	1:22
	1:35	1:38	1:39	1:43	1:47
	2:00	2:03	2:04	2:08	2:12
	2:25	2:28	2:29	2:33	2:37
	2:50	2:53	2:54	2:58	3:02
	3:15	3:18	3:19	3:23	3:27
	3:40	3:43	3:44	3:48	3:52
	4:05	4:08	4:09	4:13	4:17
	4:30	4:33	4:34	4:38	4:42
	4:55	4:58	4:59	5:03	5:07
	5:20	5:23	5:24	5:28	5:32
	5:45	5:48	5:49	5:53	5:57
LAST BUS SAT/ EL ÚLTIMO AUTOBÚS SÁBADO	6:10PM	6:13	6:14	6:18	6:22
	6:35	6:38	6:39	6:43	6:47
LAST BUS MON-FRI/ EL ÚLTIMO AUTOBÚS LUNES-VIERNES	7:00 7:25PM	7:03 7:28	7:04 7:29	7:08 7:33	7:12 7:37

### TO/HACIA HOLLYWOOD/VINE RED LINE STATION

	Beachwood & Westshire <b>A</b>	Beachwood & Franklin <b>B</b>	Argyle & Hollywood Red Line Station <b>C</b>
<b>MONDAY-SATURDAY/LUNES-SÁBADO</b>			
FIRST BUS MON-FRI/ EL PRIMERO AUTOBÚS LUNES-VIERNES	6:32AM 7:02 7:32	6:36 7:06 7:36	6:40 7:10 7:40
FIRST BUS SAT/ EL PRIMERO AUTOBÚS SÁBADO	7:57AM	8:01	8:05
	8:22	8:26	8:30
	8:47	8:51	8:55
	9:07	9:11	9:15
	9:37	9:41	9:45
	10:02	10:06	10:10
	10:27	10:31	10:35
	10:52	10:56	11:00
	11:17	11:21	11:25
	11:42	11:46	11:50
	12:07	12:11	12:15
	12:32	12:36	12:40
	12:57	1:01	1:05
	1:22	1:26	1:30
	1:47	1:51	1:55
	2:12	2:16	2:20
	2:37	2:41	2:45
	3:02	3:06	3:10
	3:27	3:31	3:35
	3:52	3:56	4:00
	4:17	4:21	4:25
	4:42	4:46	4:50
	5:07	5:11	5:15
	5:32	5:36	5:40
	5:57	6:01	6:05
LAST BUS SAT/ EL ÚLTIMO AUTOBÚS SÁBADO	6:22PM	6:26	6:30
	6:47	6:51	6:55
LAST BUS MON-FRI/ EL ÚLTIMO AUTOBÚS LUNES-VIERNES	7:12 7:37PM	7:16 7:41	7:20 7:45

dividing boxes:  
PMS 5793C

first/last weekend box:  
C13 M0 Y18 K33

weekday indication:  
Avenir Next Condensed Medium 7/7, 0 kerning,  
English: PMS 295C / Spanish: PMS 295C 25%

# Brochures

## DASH Route Brochures

maps:  
street names - Avenir  
Roman, 8 pt, black

points of interest -  
Avenir Heavy, 8 pt,  
75% black

neighborhoods -  
Avenir Black, all  
caps, 8 pt, PMS  
5625

background color:  
65% PMS 5793  
rule: 1 pt, 50% black

lines:  
streets - 2 pt, white  
interstates, major  
highways - 3 pt  
routes - 4 pt

indicator lines -  
.75 pt

legend: Avenir  
Roman, 10/16; En-  
glish, black; Spanish,  
85% black

bus update:  
heading -  
Avenir Black 11/12,  
0 kerning,  
English: white  
Spanish: 7412C 25%

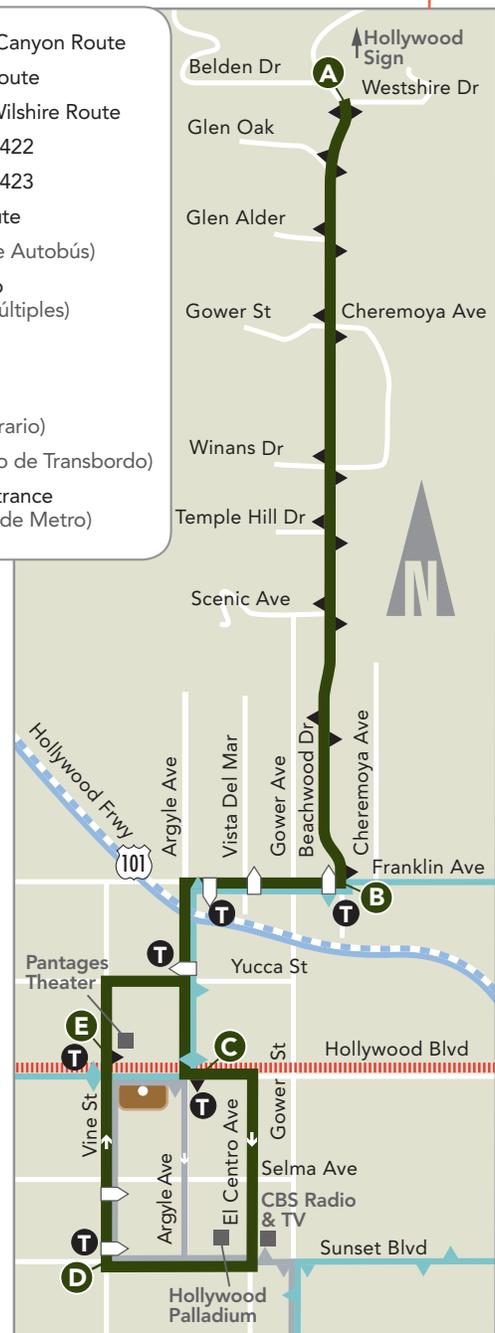
mobile tickets box:  
7412C

text:  
Avenir Roman  
8/9.5, -10 kerning,  
English: black  
Spanish: black 75%

### DASH BEACHWOOD CANYON

Note: Schedules are subject to traffic, weather and other conditions. Please be patient as these conditions are out of the control of the driver and LADOT Transit. Also remember to allow sufficient time to make transfers to other services. /Nota: Los horarios están sujetos al tráfico, el clima y a otras condiciones. Favor de ser paciente porque dichas condiciones están fuera del control del conductor y de LADOT. Recuerde dar tiempo suficiente para hacer transbordos a otros servicios.

- DASH Beachwood Canyon Route
- DASH Hollywood Route
- DASH Hollywood/Wilshire Route
- Commuter Express 422
- Commuter Express 423
- Metro Red Line Route
- Bus Stop (Parada de Autobús)
- Multiple Route Stop (Parada de Rutas Múltiples)
- Points of Interest (Puntos de Interés)
- Time Point (Punto Clave de Horario)
- Transfer Point (Punto de Transbordo)
- Metro Station & Entrance (Estación y Entrada de Metro)



**TEXT, PHONE OR CLICK AND GO!**  
**¡ENVÍE UN MENSAJE DE TEXTO,  
LLAME POR TELÉFONO O HAGA  
CLIC Y LISTO!**

There are three ways to get your real-time, bus arrival times. / Hay tres maneras para obtener los horarios de llegada de su autobús en tiempo real:

- 1 CALL/ LLAME AL (213) 785-3858**  
(When prompted, key in your stop number. / Cuando reciba la indicación, teclee su número de parada.)
- 2 TEXT/ ENVÍE UN MENSAJE DE TEXTO AL "LADOT #####" TO/A 41411**  
(##### is the stop number you would like the arrival time for. / ##### es el número de parada del que le gustaría saber el horario de llegada.)
- 3 Visit LADOTBUS.COM on your mobile device or computer. / Visite LADOTBUS.COM en su dispositivo móvil o su computadora.**

Stop numbers are available at **LADOTBUS.COM**, by calling **(213) 785-3858** or **ON THE ROUTE SIGN** at every DASH stop. / Los números de parada están disponibles en **LADOTBUS.COM**, llamando al **(213) 785-3858** o **EN LAS SEÑALES DE RUTA** en cada parada de DASH.

# Brochures

## Commuter Express Route Brochures

EFFECTIVE JULY 1, 2016

**COMMUTER EXPRESS**

**574**



Sylmar  
Granada Hills  
North Hills  
Reseda  
Encino  
LAX  
El Segundo

Sylmar/San Fernando  
Transit Center  
Child Care

2.75"

1.5"

**LADOT**  
TRANSIT

City of Los Angeles Department  
of Transportation

(213, 310, 323  
or 818) 808-2273

[www.ladottransit.com](http://www.ladottransit.com)



notable locations  
Avenir Roman 11/20, 0  
kerning, white

# Brochures

## Commuter Express Route Brochures

text:  
follow the DASH  
type specifications

### How to Read Your Commuter Express Pocket Schedule

Locate a time point **A** on the map that is near where you want to board the bus. Find the same time point on the schedule under the direction you want to go. Listed below it are the times that the bus will be at that location.

#### TRANSFERS

- Transfers between Commuter Express routes or to/from DASH can be made using a LADOT 31-Day pass.
- Transfers between Commuter Express routes, to/from all DASH routes, and to/from most fixed route transit services in LA County can be made using your EZ transit pass.
- Transfers can also be made to other Commuter Express routes and to/from most other fixed route transit services in LA County by buying a \$0.25 Interagency Transfer (\$0.10 for seniors or persons with disabilities) when you pay your Commuter Express fare. You can also buy a transfer using the stored value (cash) feature on your TAP card. Then hop on the next bus to transfer. **Interagency Transfers are not valid on DASH.**
- Transfers to express bus services may require an additional cash fare.

#### DAYS OF SERVICE

Commuter Express Route 574 operates Monday through Friday. No service on Saturdays, Sundays, or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

### Look for These LADOT Services

The City of Los Angeles Department of Transportation (LADOT) offers a variety of services tailored to the specific needs of the City's residents. Funded by Proposition A and C sales tax revenues, here are some ways LADOT is moving Los Angeles forward.

#### DASH

DASH shuttles serve the following communities:

- Beachwood Canyon
- Boyle Heights/East LA
- Chesterfield Square
- Crenshaw
- Downtown Los Angeles
- El Sereno/City Terrace
- Fairfax
- Highland Park/Eagle Rock
- Hollywood
- Hollywood/Wilshire (Larchmont Shuttle)
- King-East
- Leimert/Slauson
- Lincoln Heights/Chinatown
- Los Feliz
- Midtown
- Northridge
- Observatory Shuttle (Weekend Only)
- Panorama City/Van Nuys
- Pico Union/Echo Park
- Pueblo del Rio
- San Pedro
- Southeast
- Van Nuys/Studio City
- Vermont/Main
- Watts
- Wilmington
- Wilshire Center/Koreatown

#### CITYRIDE

Taxi rides and dial-a-ride services at a discount are available to seniors and persons with mobility impairments through the Cityride Program. For more information, call (213, 310, 323 or 818) 808-RIDE.

LADOT  
advertisement



We're on our way to your neighborhood.  
Check [ladottransit.com](http://ladottransit.com) for dates and locations.

LADOT  
TRANSIT | Mobile  
Sales

# Brochures

## Commuter Express Route Brochures



### WHERE TO BUY PASSES / TRIP TICKETS

LADOT and DASH Passes and Commuter Express Trip Tickets are now on TAP. Go online to [ladottransit.com](http://ladottransit.com), come to the LADOT Transit Customer Service Center, LA Mall Space 16, 201 N. Los Angeles St., Downtown LA or call (213, 310, 323 or 818) 808-2273 to get your passes and trip tickets.

LADOT and DASH Passes and Commuter Express Trip Tickets are also available from employee/building transportation coordinators or the Metro Customer Center at Union Station in Downtown LA.

EZ transit passes can be purchased in person at the LADOT Transit Customer Service Center or are available through Metro Customer Centers and Sales Outlets. Call 511 for locations.

### FARES

ZONE				
2	Pasadena ◀▶ San Fernando Valley			
1	Pasadena ◀▶ Burbank Media District			
BASE	San Fernando Valley ◀▶ Glendale			
	Burbank Media District ◀▶ Glendale			
	San Fernando Valley ◀▶ Burbank Media District			
	Glendale ◀▶ Pasadena			

<sup>(1)</sup> Must show government agency issued proof of age (65+) or disability and photo ID. <sup>(2)</sup> Must show photo ID. <sup>(3)</sup> Maximum of 2 when accompanied by a fare-paying adult. <sup>(4)</sup> One Commuter Express Trip Ticket pays your one-way fare. <sup>(5)</sup> LADOT passes are valid on all LADOT transit services, including DASH. <sup>(6)</sup> EZ transit passes are valid on all LADOT transit services, Metro Rail/Metro Bus, and most other transit services in Los Angeles County. <sup>(7)</sup> Valid one-way, round trip ticket, 7 day pass/monthly pass. <sup>(8)</sup> Cardholder only; PCAs must pay appropriate fare.

We're on our way to your neighborhood.



Check [ladottransit.com](http://ladottransit.com) for dates and locations.


Mobile Sales

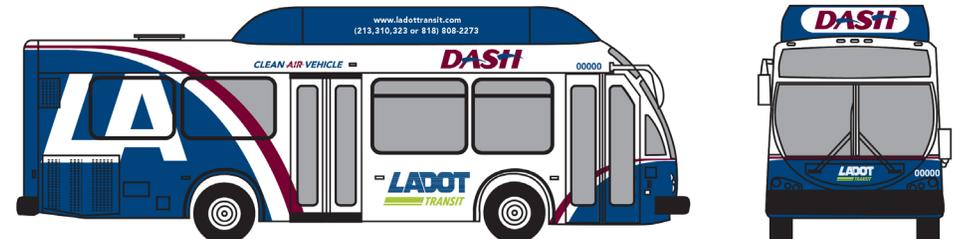
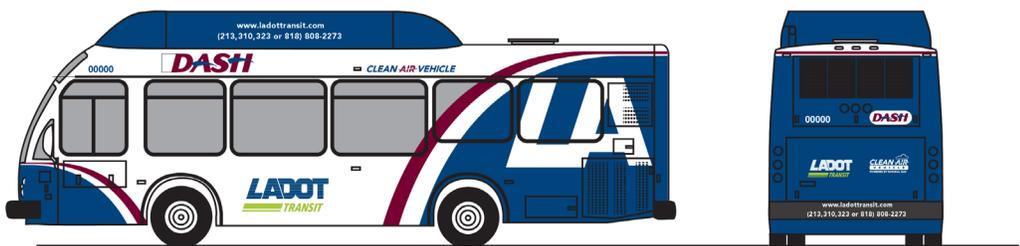
# DASH Vehicles

Designs in use as of 2017

For vehicle design specifications please refer to elevations released to LADOT Transit.



35' AXESS



32' EZ Rider

# DASH Vehicles

Still in very limited use as of 2017

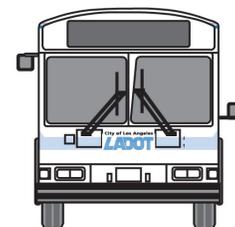
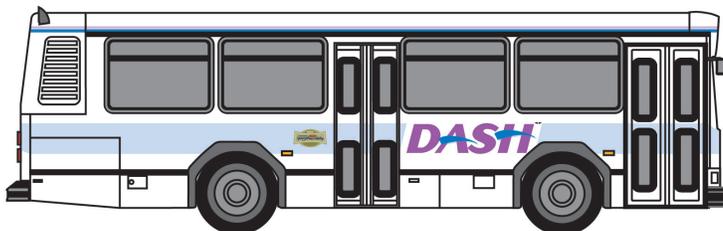
For vehicle design specifications please refer to elevations released to LADOT Transit.



30' El Dorado EZ Rider 11



30' El Dorado EZ Rider II



30' Gillig

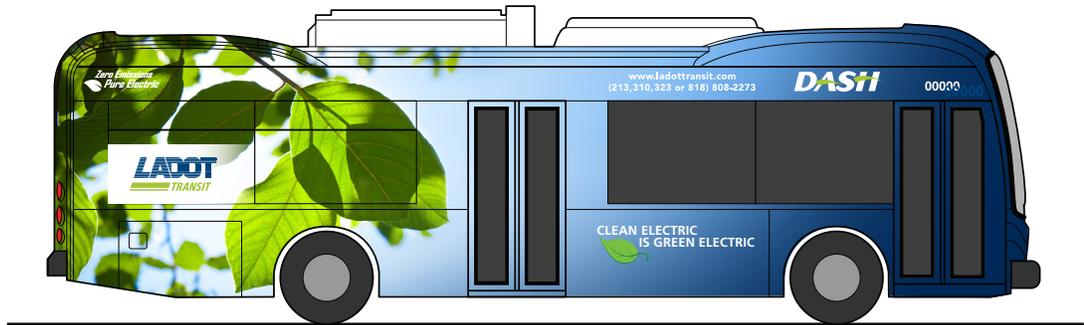
30' Gillig

# DASH Electric Bus

Design in use as of 2017

For vehicle design specifications please refer to elevations released to LADOT Transit.

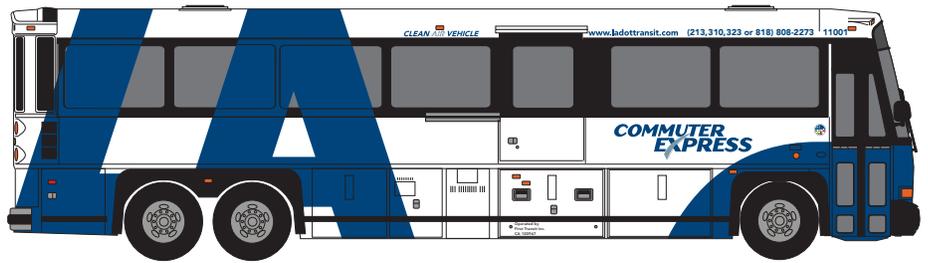
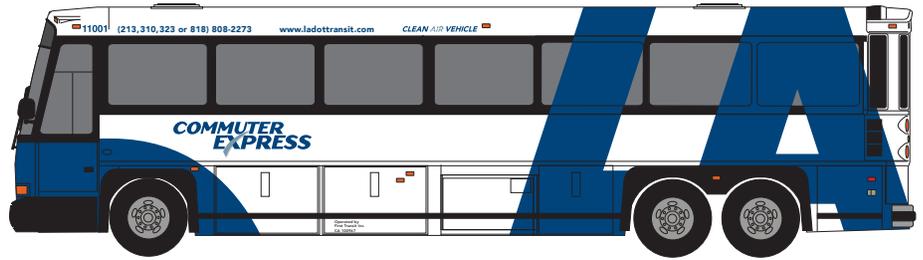
BYD



# Commuter Express Vehicles

Design in use as of 2017

For vehicle design specifications please refer to elevations released to LADOT Transit.



45' MCI

# Cityride Vehicles

Designs in use as of 2017

For vehicle design specifications please refer to elevations released to LADOT Transit.



22' Startrans



Ford E450  
Aerotech

## Exhibit 4 - LADOT Transit Fleet Design Family

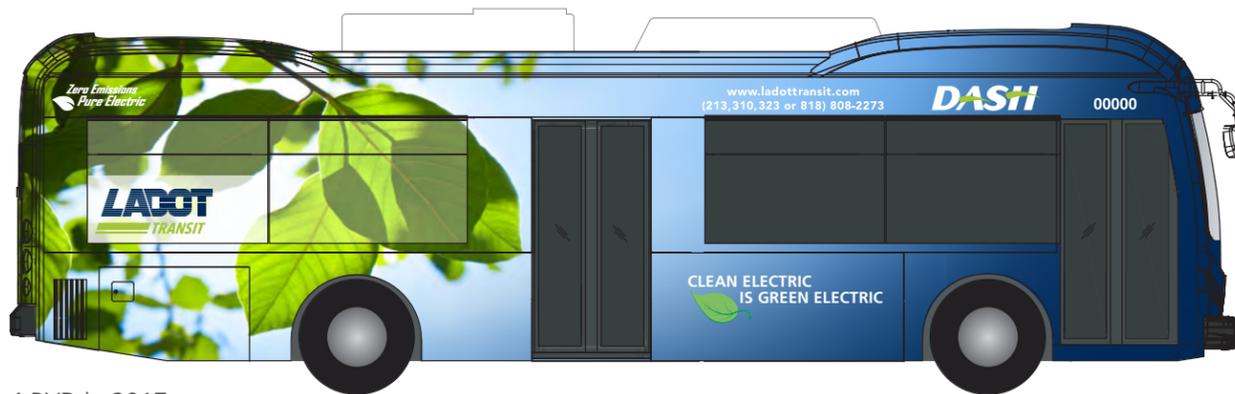
# Existing Fleet in LA



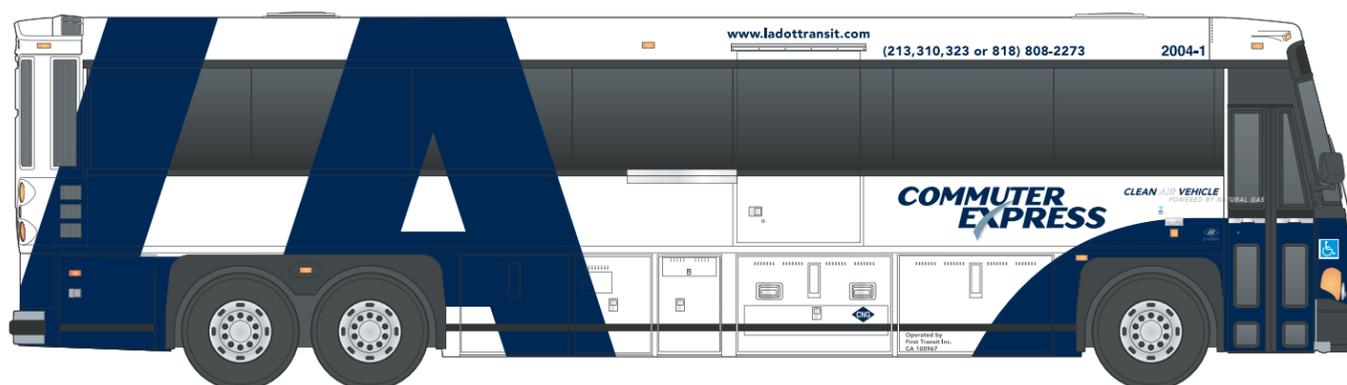
Phasing out



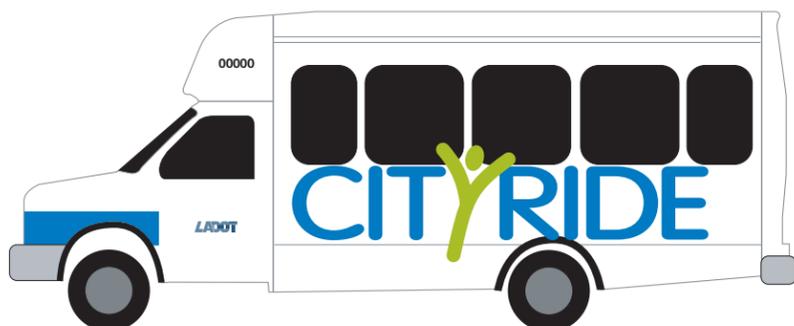
207 (includes BYD below and design above)



4 BYD in 2017



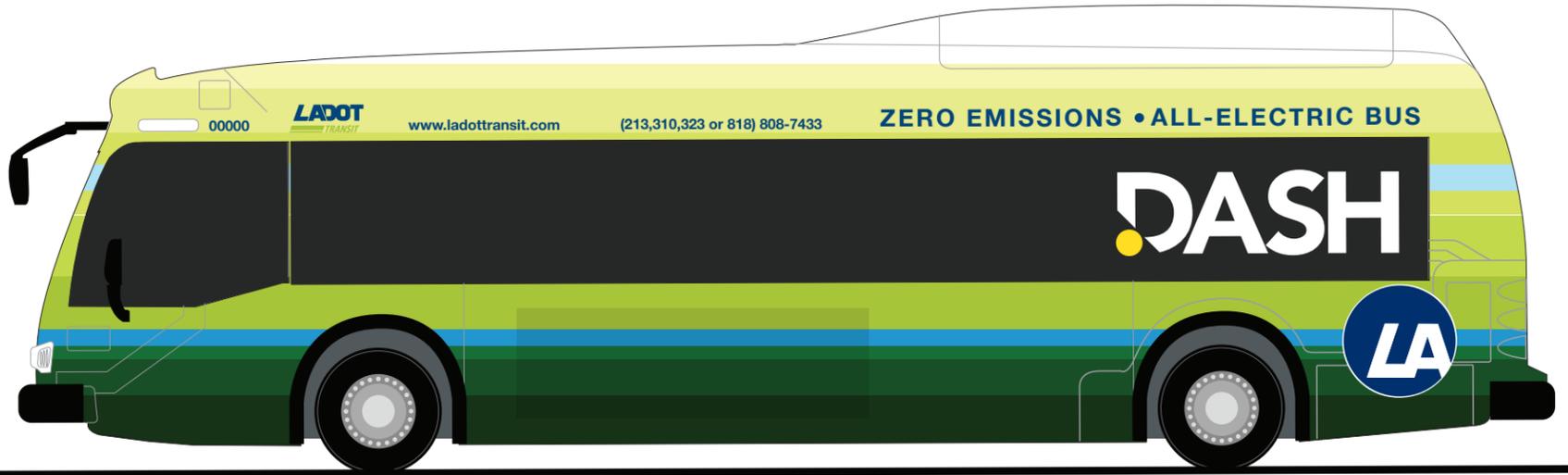
110 Buses



46 total buses



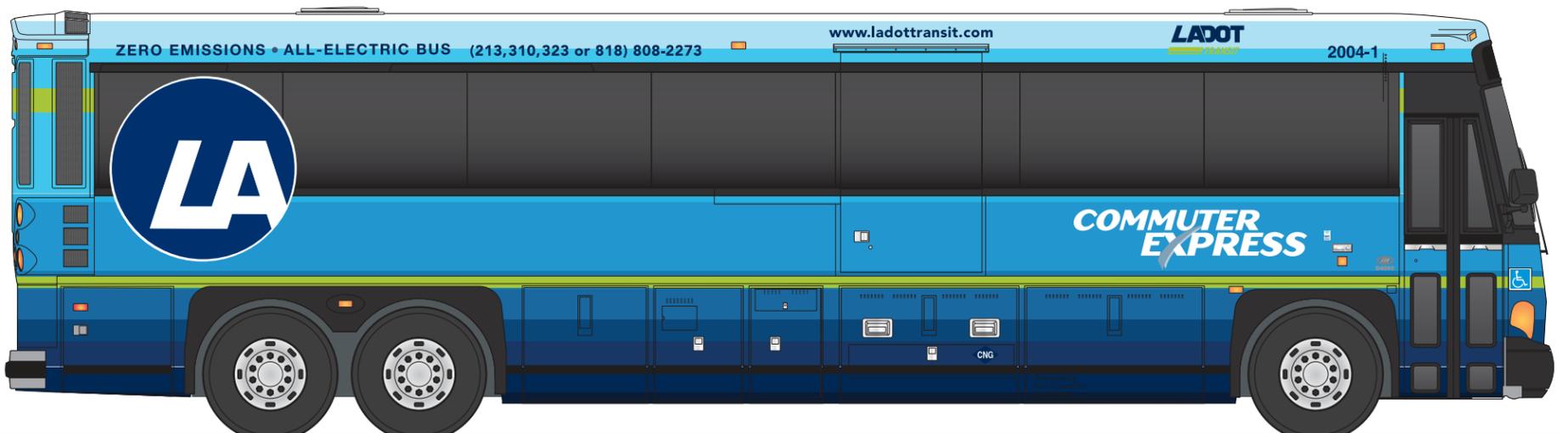
8 Buses



**DASH / 25 Proterra in 2020** — Multiple colored stripes



**DASH / 130 BYD in 2021** — Multiple colored stripes



**CE / Future Buses** — Multiple colored stripes

# Exhibit 5 - Current Classifications of Employees covered under the Service Contractor Workers Retention Ordinance

Current Classification of Employees Covered Under Worker Retention Ordinance

<b>Position</b>	<b>Employed by Prime or Subcontractor</b>	<b>Hire Date</b>	<b>Current Salary Or Hourly Rate</b>	<b>Monthly Company Benefits Contribution (not including taxes)</b>
Outreach Manager	Prime	9/1/17	\$43,750/yr	\$280.40/mo Declined insurance
Outreach Staff Member	Subcontractor	12/1/21	\$18.00	Not eligible
Outreach Staff Member	Subcontractor	12/1/21	\$18.00	Not eligible

## 14. Appendixes

### Appendix A: Mandatory City Contracting Requirements

City Contracting Requirements Checklist

Request for Proposal City Contracting Requirements

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

City of Los Angeles



Department of Transportation

Request for Proposals (RFP)  
City Contracting Requirements

## CITY CONTRACTING REQUIREMENTS CHECKLIST

### **SECTION I – Compliance Documents to be Submitted with Response by All Respondents**

Respondents are required to complete and submit the following documents **with their response**.

A	Business Inclusion Plan (BIP) - Schedule A	
B	Bidder Certification CEC Form 50 (Municipal Lobbying Ordinance)	
C	Prohibited Contributors (Bidders) Form 55 (City Charter §470 (c)(12))	
D	Non-Collusion Affidavit	
E	Contractor Responsibility Ordinance Questionnaire	
F	City of Los Angeles Contract History Form	
G	Contractor Workforce Information Form (LA Residence Information)	
H	Certification of Compliance with Child Support Obligations	
I	Iran Contracting Act of 2010 Compliance Affidavit	
J	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)	

### **SECTION II – Compliance Documents to be Completed and Submitted on LABAVN.ORG**

Respondents are required to complete and submit the following documents **by the solicitation due date**.

K	Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)	
L	Disclosure Ordinances (Slavery and Border Wall Contracting)	
M	Local Business Preference Program (LBPP) <b>ONLY required if respondent chooses to participate in Program.</b>	

### **SECTION III – Required Documents Prior to Award of Contract**

Qualified OR selected respondents for contract award are required to submit these documents **before contract is executed**.

N	Contractor Responsibility Ordinance Pledge of Compliance	
O	Certification of Compliance with the Americans with Disabilities Act	
P	Insurance Requirements: Workers' Compensation, General Liability, Auto Liability (Refer to Form Gen. 146) <b>Acord 25 Form must be submitted to CAO Risk Management at <a href="https://kwikcomply.org">https://kwikcomply.org</a></b>	
Q	Business Tax Registration Certificate (BTRC)	
R	Internal Revenue Service (IRS) Form W-9	
S	Financial Guarantee: Performance Bond, Letter of Credit, etc. <b>ONLY if required by the solicitation.</b>	

### **SECTION IV – City Contract Compliance Requirements**

Respondents are advised the following provisions will be part of the contract. **No forms or documents are required to be submitted.**

T	Nondiscrimination/Equal Employment Practices/Affirmative Action	
U	Contractor Evaluation Ordinance	
V	Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance (Fair Chance Initiative for Hiring)	
W	Standard Provisions for City Contracts	

# **REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS**

## **SECTION I**

**Compliance Documents to be Submitted with Response by All  
Respondents**

## Section A

### Business Inclusion Program (BIP)

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program (BIP) Outreach on the City of Los Angeles' Regional Alliance Marketplace for Procurement (LARAMP) at [www.rampla.org](http://www.rampla.org).

### **INSTRUCTIONS**

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

Outreach must be completed **15 DAYS** prior to submittal deadline.

All Respondents **MUST complete and submit** the BIP Schedule A and include in their response.

Responses submitted without a completed BIP Schedule A **WILL** be deemed non-responsive and disqualified from being considered.

All BIP Outreach documentation must be submitted on LARAMP by 4:30 p.m. on the first calendar day following the day of the response submittal deadline.

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)  
FOR A REQUEST FOR PROPOSAL (RFP)**

Performance of a BIP outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subconsultants must be completed on the Regional Alliance Marketplace for Procurement (RAMP), [www.rampla.org](http://www.rampla.org).

All BIP outreach documentation must be submitted on the RAMP by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline.

The Department of Transportation anticipated levels of

MBE Participation:	<b>18 %</b>
WBE Participation:	<b>4 %</b>
SBE Participation:	<b>25 %</b>
EBE Participation:	<b>8 %</b>
DVBE Participation:	<b>3 %</b>

NOTE: BIP outreach information and/or assistance may be obtained through Robin Quintanilla at [robin.quintanilla@lacity.org](mailto:robin.quintanilla@lacity.org) or (213) 675-1602.

**CITY OF LOS ANGELES' POLICY  
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)**

**SUMMARY**

This policy sets forth the City of Los Angeles' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate an outreach on the RAMP to comply with the indicators will render the proposal non-responsive.

**A. GENERAL**

This policy statement explains how the City's BIP will be administered within the Awarding Authority for personal services contracts. The Awarding Authority is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Awarding Authority on a contractual basis. The BIP is set forth in this policy Statement. Respondents to this Awarding Authority shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this Program may be obtained through Robin Quintanilla at [robin.quintanilla@lacity.org](mailto:robin.quintanilla@lacity.org) or (213) 675-1602.

**B. DEFINITIONS**

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
  - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$15 million.
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed \$5 million.
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business that is at least 51 percent owned by one or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean

any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.

6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current **on the date the Awarding Authority awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
  - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (Caltrans); 3) Any certifying agency that is a part of the State of California Unified Certification Program (CUCP) as long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements; 4) Southern California Minority Supplier Development Council (SCMSDC) for MBE certifications; 5) Women's Business Enterprise Council West (WBEC)-West for WBE certifications; or 6) California Public Utilities Commission's Supplier Clearinghouse (CPUC).

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

1. City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684  
E-mail address: [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org)
2. California Department of Transportation, Office of Business and Economic Opportunity  
1823 14<sup>th</sup> Street, Sacramento, CA 95814  
Telephone: (916) 324-1700  
Internet address: [www.dot.ca.gov/programs/business-and-economic-opportunity](http://www.dot.ca.gov/programs/business-and-economic-opportunity)
3. Southern California Minority Supplier Development Council (for a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960  
Fax: (213) 689-1707  
Internet address: [www.scmsdc.org](http://www.scmsdc.org)
4. Women's Business Enterprise Council – West (WBEC-West)  
400 Corporate Pointe, Suite 300  
Culver City, CA 90230  
Telephone: (310) 461-4361  
E-mail: [office@wbec-west.org](mailto:office@wbec-west.org)

Internet address: [www.wbec-west.com](http://www.wbec-west.com)

5. California Public Utilities Commission's Supplier Clearinghouse (CPUC)  
10100 Pioneer Boulevard, Suite 103  
Santa Fe Springs, CA 90670  
Telephone: (562) 325-8685  
Fax: (562) 278-0153  
Internet address: <http://www.thesupplierclearinghouse.com/>

- b. Certification as a Small or Emerging Business Enterprise: An SBE must be certified by either:
  - 1) City of Los Angeles, Bureau of Contract Administration as a Local, Small Business Enterprise; or
  - 2) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services as long as the certification meets all of the City of Los Angeles' SBE and/or EBE certification criteria.

**Note:** The City of Los Angeles, Bureau of Contract Administration does not offer EBE certifications. However, if a company holds a City of Los Angeles certification as a Local, Small Business Enterprise, they can request an SBE and EBE designation on their RAMP company profile. The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.

Applications for certification and directories of SBE/EBE certified firms are available at the following locations:

1. City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684  
E-mail: [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org)  
Internet address: <https://bca.lacity.org/certification>
2. Office of Small Business & Disabled Veteran Business Enterprises (OSDS) Resources  
707 3<sup>rd</sup> Street, West Sacramento, CA 95605  
Telephone: (916) 375-4940  
E-mail: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov)  
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by either: 1) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services; or 2) Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, Center for Verification and Evaluations as Service-Disabled Veteran-Owned Small Business (SDVOSB) and be headquartered in California.

Applications for certification/verification and directories of DVBE and SDVOSB certified/verified firms are available at the following locations:

1. Office of Small Business & Disabled Veteran Business Enterprises Services (OSDS)  
707 3<sup>rd</sup> Street, West Sacramento, CA 95605  
Telephone: (916) 375-4940  
E-mail: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov)

Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

2. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization (OSDBU)

Internet address: <https://www.va.gov/osdbu/>

9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the consultant.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE, and OBE.
  - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 8, **on the date the Awarding Authority awards a contract for the project** before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
  - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant’s BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain certified MBEs, WBEs, SBEs, EBEs, and DVBEs through subconsulting or materials and supplies acquisition to reach anticipated participation levels.
  - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the levels of MBE, WBE, SBE, EBE, DVBE and/or OBE participation, unless the vendor manufactures or substantially alters the materials/supplies.

- d. MBE, WBE, SBE, EBE, DVBE and/or OBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualifies as both an MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, an MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, DVBE and/or OBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work. Additionally, a firm listed for participation credit must be performing work or a service which is considered a normal part of their business activity offered to the public.
- g. MBE and/or/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.
- i. A listed firm whose participation is credited initially as an OBE, but becomes certified or obtains additional certifications subsequent to the date of the contract award, will receive the appropriate participation credit for any work performed after becoming certified. Additionally, if the subconsultant has a status change in any of its certifications during the performance of work under the contract, the firm will not receive certification credit for work performed after the certification status change.

### C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents alike, the Mayor's Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Regional Alliance Marketplace for Procurement (RAMP). The RAMP can be accessed at [www.rampla.org](http://www.rampla.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a respondent's BIP Outreach will be determined by the Board of Public Works (Board) after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties encountered (i.e.: inability to log in, system log out, receiving an error message when you believe you have met the requirements, etc.) while utilizing the RAMP should be reported immediately using the following steps:

1. E-mail RAMP Support at [support@rampla.org](mailto:support@rampla.org).
2. E-mail Robin Quintanilla at [robin.quintanilla@lacity.org](mailto:robin.quintanilla@lacity.org) with cc to [emerson.belen@lacity.org](mailto:emerson.belen@lacity.org)
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call Robin Quintanilla at 213-675-1602

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may

not be accepted.

***Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore, submission by a third party will result in the respondent being deemed non-responsive. BIP Outreach may be completed by any Joint Venture member on behalf of the Joint Venture or under the name of the Joint Venture.***

1	<b>LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION</b>
---	--

The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth on Page 1 herein and to have the proposer meet the subconsulting expectations for the project.

***Required Documentation:*** No documentation is required from the proposer.

2	<b>ATTENDED PRE-SUBMITTAL MEETING</b>
---	---------------------------------------

The proposer attended the pre-submittal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement may be waived if the proposer certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

***Required Documentation:*** An employee of the proposer's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City approved matchmaking event in the prior 12 months as is evidenced by City records. The waiver must also include the NAICS codes for the subconsultant the Prime met with at the matchmaking event, and those NAICS Codes **MUST** be included in the opportunity the Prime is bidding on.

**Note:** If the RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	<b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</b>
---	--

The proposer has identified the minimum number, as determined by the Awarding Authority, of specific areas of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

***Required Documentation:*** Outreach via e-mail in the selected work areas. This outreach must be performed using the RAMP's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the RAMP. Failure of the proposer to outreach in all of the work areas selected by the City as potential subconsulting work areas may result in the RFP response being deemed non-responsive.

**Note:** City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline.

All notifications must be provided utilizing RAMP, and made not less than **fifteen (15) calendar days** prior to the date the RFP responses are required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each area of work to be performed.

**Required Documentation:** E-mail notification in each of the selected work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work area to be performed. The notification must be performed using the RAMP’s BIP Outreach system. The notification must be to potential subconsultants currently registered on the RAMP. If the proposer is aware of a potential subconsultant that is not currently registered on the RAMP, it is the proposer’s responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their BIP outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBE, WBE, SBE, EBE, DVBE and OBE firms for each work area chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work area at the time the RFP was uploaded to the RAMP.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16
21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

A proposer’s failure to utilize this notification function will result in their RFP response being deemed non-responsive.

**Note:** Proposers will not be able to utilize the RAMP’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the RAMP’s notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. By “double clicking” on a red box containing “0\*” the proposer will be taken to a list of firms(s) that will allow them to meet this requirement, as long as the notification deadline has not passed. If a proposer is not finding firms of a certain type of certification status when performing their notification search under the six (6) digit NAICS code, the proposer will need to expand their search to the five (5) digit code (i.e.: If none are listed under 236210 – Industrial Building Construction, then search under 23621 – Industrial Building Construction.) Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress. In case of technical error, please follow the process for reporting these errors as outlined in Section C.

The proposer provided interested subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested subconsultants. The notification must be performed using the RAMP's BIP Outreach system.

**Note:** For purposes of RFPs, making a copy of the RFP available to potential subconsultants will meet this requirement. At the time a proposer utilizes the RAMP's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline.

The proposer has responded to every unsolicited offer sent by a Registered Subconsultant using RAMP and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subconsultant, as determined by the Awarding Authority. The proposer must submit a list of all subconsultants for each area of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using RAMP.

**Required Documentation:**

- a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- b) An online Summary Sheet organized by work area, listing the following:
  - 1) The responses and/or bids received;
  - 2) The name of the subconsultant who submitted the bid/quote;
  - 3) The dollar amount of the bid/quote;
  - 4) A brief reason given for selection/non-selection as a subconsultant;
  - 5) The subconsultant selected for that work area.
- c) Copies of all MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted through the RAMP to the "BIP Supporting Documents" section of the Summary tab prior to the proposer being awarded the contract by the City;

The proposer will be given a choice of responses to indicate 1) No Response received; 2) Response received; but no subconsultant bid submitted; or 3) Submit Bid and include bid amount.

The proposer will be able to choose a preselected reason for selection/non-selection, but may also need to include further explanation in the Notes Section of the online Summary Sheet. If the proposer elects to perform a work area with its own forces and they received a sub-bid/response, they must include a bid/response that shows their own costs for the work. Also, if the proposer is not a Local Business Enterprise (LBE), but wants to participate in the Local Business Preference Program (LBPP) by utilizing Local Business Enterprise subconsultants as prescribed in the LBPP requirements of the RFP documents, a subconsultant's LBE status can be considered a reason for selection over a non-LBE subconsultant. **All bids/responses received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid/response from each subconsultant listed on the online Summary Sheet. **All potential subconsultants with whom the proposer has had contact outside of the RAMP must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the RAMP’s BIP Outreach system and must be submitted by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. If a bid/response is submitted by a firm that is not registered with the RAMP, the proposer is required to add that firm to their Summary Sheet. A proposer’s failure to utilize the RAMP’s Summary Sheet function will result in their RFP response being deemed non-responsive.

**Note:** City staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their Summary Sheet on the RAMP’s BIP Outreach Summary Sheet function after 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. City staff will access the RAMP and verify compliance with the Summary Sheet provision of this Indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the RAMP prior to being awarded the contract. In case of technical error, proposers must follow the process for reporting these errors as outlined in Section C.

7	<b>BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE</b>
---	--

Each notification by the proposer shall also include an offer of assistance to interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

**Required Documentation:** Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the RAMP’s BIP Outreach notification system.

**Note:** At the time a proposer utilizes the RAMP’s BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the RAMP’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit subconsultant responses or is deemed contrary to the intent of this Indicator. City staff will access the RAMP and verify compliance with this Indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the RAMP’s BIP Outreach system or prior to award of the contract, as specified for each Indicator. The Awarding Authority in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Awarding Authority.

**D. AWARD OF CONTRACT**

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose RFP response complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants’ participation was made is a condition for eligibility for award of the contract. Proposers are required to have each one of their subconsultants register on the RAMP prior to the award of the contract.

In the event that the Awarding Authority considers awarding away from a proposer because of the proposer’s failure to supply adequate BIP Outreach documentation, the Awarding Authority shall afford the proposer an opportunity to present further evidence to the Awarding Authority prior to a public hearing of the proposer’s BIP Outreach evaluation.

**E. SUBCONSULTANT SUBSTITUTION**

In addition to the requirements set forth in the provisions pertaining to the listing of subconsultants, the following shall apply for the purpose of this program:

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must perform a BIP Supplemental Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
    1. Name of company contacted; contact person and telephone number; date and time of contact.
    2. Response for each area of work which was solicited, including dollar amounts.
    3. Reason for selection or rejection of sub-bid prospect.
    4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org) for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
  - b. The Consultant shall submit all documentation to the Awarding Authority's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
  - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
  - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
  - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

**F. SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

**G. SUBMITTAL DOCUMENTS**

1. **MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form (Schedule A):**  
Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form, provided herein as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.
2. **MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B):**  
During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.
3. **Final Subcontracting Report (Schedule C)**  
Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Board within 15 working days after completion of the contract.

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Awarding Authority which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

**I. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Board to reject all proposals in accordance with Charter Section 371.

**RFP SCHEDULE A**  
**MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONSULTANT INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN and DATE ALL SHEETS)

<b>Project Title:</b>	<b>Work Order Number:</b>
<b>Consultant:</b>	<b>Address:</b>
<b>Contact Person:</b>	<b>Phone:</b>

<b>List of all Subconsultants (Service Providers/Suppliers/Etc.)</b>				
<b>Name, Address, and Phone No. of Subconsultant</b>	<b>Description of Work or Supply</b>	<b>MBE/ WBE/ SBE/ EBE/ DVBE/ OBE</b>	<b>Caltrans/City/ MTA Certification No.</b>	<b>Dollar Value of Subcontract</b>

<b>Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date</b>					
	<b>Total Dollar</b>	<b>Percent</b>		<b>Total Dollars</b>	<b>Percent</b>
<b>MBE Participation</b>	\$	%	<b>WBE Participation</b>	\$	%
<b>SBE Participation</b>	\$	%	<b>EBE Participation</b>	\$	%
<b>DVBE Participation</b>	\$	%	<b>OBE Participation</b>	\$	%

<b>Signature of Person Completing this Form</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>

**MUST BE SUBMITTED WITH PROPOSAL**

**RFP SCHEDULE B  
MBE/ WBE/ SBE/ DVBE/ OBE UTILIZATION PROFILE**

<b>Project Title:</b>	<b>Work Order Number:</b>
<b>Consultant:</b>	<b>Address:</b>
<b>Contact Person:</b>	<b>Phone/Email:</b>

<b>Contract Amount (Including Amendments)</b>	<b>This Invoice Amount</b>

MBE/ WBE/ SBE/ DVBE/ OBE Subconsultant (List All Subconsultants)						
Name of Subconsultant	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification Number	Original Subcontract Amount	This Invoice Amount	Invoiced to Date (Include this Invoice)	Scheduled Participation to Date

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date					
	Total Dollar	Percent Achieved		Total Dollars	Percent Achieved
<b>MBE Participation</b>	\$	%	<b>WBE Participation</b>	\$	%
<b>SBE Participation</b>	\$	%	<b>EBE Participation</b>	\$	%
<b>DVBE Participation</b>	\$	%	<b>OBE Participation</b>	\$	%

<b>Invoiced to Date Amount (Includes this Invoice)</b>	<b>\$</b>
--	-----------

<b>Signature of Person Completing this Form</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>

**MUST BE SUBMITTED WITH EACH INVOICE**

**RFP SCHEDULE C  
FINAL SUBCONSULTING REPORT**

<b>Project Title:</b>	<b>Work Order Number:</b>
<b>Contractor:</b>	<b>Address:</b>
<b>Contact Person:</b>	<b>Phone/Email:</b>
<b>Total Contract Amount (Including Amendments)</b>	\$

<b>MBE/ WBE/ SBE/ DVBE/ OBE Subconsultants (List All Subconsultants)</b>					
Name, Address, Phone of all Subcontractors Listed on Schedule C	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency and Certification Number	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

\*If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollar	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledge dLevels
<b>MBE Participation</b>		%	%	<b>WBE Participation</b>		%	%
<b>SBE Participation</b>		%	%	<b>EBE Participation</b>		%	%
<b>DVBE Participation</b>		%	%	<b>OBE Participation</b>		%	%

<b>Total Final Amount Invoiced</b>	\$
------------------------------------	----

<b>Signature of Person Completing this Form</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

## Section B

### Municipal Lobbying Ordinance

The Municipal Lobbying Ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing decision of City government. Respondents are required to submit with their response a completed and signed Bidder Certification CEC Form 50 acknowledging that, if the Respondent qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02 (the exemptions in Los Angeles Municipal Code Section 48.03 do not apply), the Respondent agrees to Bidder Certification CEC Form 50 comply with the disclosure requirements and prohibitions established in the Municipal Lobbying Ordinance.

A copy of the ordinance can be found at:

<https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>

Further information is available at:

<https://ethics.lacity.org/laws/#lobbying>

### **INSTRUCTIONS**

All Respondents **MUST complete and submit** the [Bidder Certification CEC Form 50](#) with their response.

Responses submitted without a completed Bidder Certification CEC Form 50 **WILL** be deemed non-responsive and disqualified from being considered.

## Section C

### City Charter §470 (c)(12) (Campaign Finance Ordinance)

Charter Section 470(c)(12) and related ordinances state that respondents may not make campaign contributions to and/or engage in fundraising for any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate from the time they submit a response until either the contract is approved or, for awarded responders, twelve (12) months after the contract is signed. The respondent who bids on or submits a proposal or other response to a contract solicitation and subcontractors expected to receive \$100,000 or more in work on the contract are subject to limitations on campaign contributions and fundraising. Respondent's principals, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

By submitting the Prohibited Contributors (Bidders) Form 55, as prescribed by the City Ethics Commission, the respondent acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances.

A copy of Los Angeles City Charter §470 can be found at:  
<https://ethics.lacity.org/wp-content/uploads/Charter-Sec-470.pdf>

A copy of the ordinance can be found at:  
<https://ethics.lacity.org/wp-content/uploads/2019/01/CFO-20181219-Effective-20190128-Final.pdf>

Further information is available at:  
<https://ethics.lacity.org/campaigns/>

## **INSTRUCTIONS**

Prior to the execution of a City contract, Contractor **MUST complete and submit** the [Prohibited Contributors \(Bidders\) Form 55](#).

Responses submitted without a completed Prohibited Contributors (Bidders) Form 55 **WILL** be deemed non-responsive and disqualified from being considered.

## **Section D**

### **Non-Collusion Affidavit**

Pursuant to the Los Angeles Administrative Code, Division 10, Chapter 1, Article 2, Section 10.15, each response must include a statement submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

### **INSTRUCTIONS**

All Respondents **MUST complete and submit** the enclosed Non-Collusion Affidavit and include in their response.

Responses submitted without a completed Non-Collusion Affidavit **WILL** be deemed non-responsive and disqualified from being considered.

**NON-COLLUSION AFFIDAVIT**

The appropriate, authorized operator's designate must sign and if available affix the corporate seal (see space below).

I, \_\_\_\_\_, depose and say that I am  
\_\_\_\_\_, of \_\_\_\_\_,  
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Transportation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: \_\_\_\_\_ at \_\_\_\_\_  
(Month, Day, Year) (City, State)

*(Corporate Seal, if available)* I certify under penalty of perjury that the foregoing is correct.

\_\_\_\_\_  
(Signature)

## Section E

### Contractor Responsibility Ordinance

Respondents are advised that any contract awarded pursuant to this procurement process will be subject to the provisions of Los Angeles Administrative Code 10.40 et seq., Contractor Responsibility Ordinance. The Contractor Responsibility Ordinance (CRO) requires a determination, via the Responsibility Questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles.

Further information regarding the requirements of the ordinance is available at:

<https://bca.lacity.org/Ordinances>

### **INSTRUCTIONS**

All Respondents **MUST complete, print and submit** an initial submission of the [Service Contractor Responsibility Ordinance \(CRO\) Questionnaire](#) and include in their response.

Responses submitted without a completed Responsibility Questionnaire **WILL** be deemed non-responsive and disqualified from being considered.

**Section F**

**City of Los Angeles Contract History**

The City Council passed a resolution (Council File 98-1331) on July 21, 1998 requiring that all Respondents to a procurement supply in their response, a list of all City of Los Angeles contracts held by the respondent or any affiliated entity during the preceding 10 years.

**INSTRUCTIONS**

All Respondents **MUST complete and submit** the enclosed City of Los Angeles Contract History Form and include in their response.

Responses submitted without a completed City of Los Angeles Contract History Form **MAY** be deemed non-responsive and disqualified from being considered.

## CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Were any contracts held with the City of Los Angeles in the last 10 years?  Yes  No

Department with which Contract Held	Contract Dates	Services/Goods Provided	Contract Amount	Contract Number
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## Section G

### Contractor Workforce Information (LA Residence Information)

All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award. An important policy goal of the City is to encourage businesses to locate or remain in the City. To track that goal effectively, the Los Angeles City Council, on January 7, 1992, adopted a motion (Council File 92-0021) that requires all City departments to gather various information on contractors who conduct business with the City and all respondents to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

The following information is to be included in each proposal:

- a) The headquarters address of the firm and the total number of employees, regardless of work location;
- b) The percentage of the firm's total work force employed within the City and the percentage residing within the City; and,
- c) The address(es) of any branch office(s) located within the City and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.

### **INSTRUCTIONS**

All Respondents **MUST complete and submit** the enclosed City of Los Angeles Contractor Business Locations and Workforce Information Form and include in their response.

Responses submitted without a completed City of Los Angeles Contractor Business Locations and Workforce Information Form **WILL** be deemed non-responsive and disqualified from being considered.

## CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: \_\_\_\_\_

### I. Corporate or Main Office Information:

Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

\* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

### II. City of Los Angeles Branch Offices Information:

Note: If there are no Los Angeles Branch offices, mark N/A on first line.

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

\* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

## **Section H**

### **Child Support Obligations**

The City of Los Angeles has adopted an ordinance (Ordinance No. 172401) requiring all contractors and subcontractors performing work for the City comply with all State and Federal reporting requirements and wage and earning assignments relative to legally mandated child support. Respondents must complete and return the enclosed form and agree to comply with all terms and conditions within. Furthermore, Respondents are advised that any contract awarded pursuant to this procurement process will be subject to the applicable provisions of the Child Support Obligations Ordinance.

### **INSTRUCTIONS**

All Respondents **MUST complete and submit** the enclosed Certification of Compliance with Child Support Obligations and include in their response.

Responses submitted without a completed Certification of Compliance with Child Support Obligations **WILL** be deemed non-responsive and disqualified from being considered.

**City of Los Angeles**

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

**This document must be returned with the Proposal/Bid Response**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

I declare under penalty of perjury that the foregoing is true and was executed at:

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business Address

\_\_\_\_\_  
Signature of Authorized Officer or Representative Print Name

\_\_\_\_\_  
Title Telephone Number

## **Section I**

### **Iran Contracting Act of 2010**

In accordance with California Public Contract Code Sections 2200-2208, all Respondents submitting a response for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

### **INSTRUCTIONS**

All Respondents **MUST complete, print, and submit** the [Iran Contracting Act of 2010 Compliance Affidavit](#) and include in their response.

Responses submitted without a completed Iran Contracting Act of 2010 Compliance Affidavit **MAY** be deemed non-responsive and disqualified from being considered.

## Section J

### Living Wage Ordinance And Worker Retention Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, must comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq. Worker Retention Ordinance (WRO). Additional information may be found at the following websites listed below.

Respondents who believe that they meet the qualifications for one of the exemptions must apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29).

More detailed information about the ordinances are available on the Bureau of Contract Administration's website at:

<https://bca.lacity.org/living-wages-ordinance-lwo>

<https://bca.lacity.org/service-contract-worker-retention-ordinance-scwro>

The LWO Exemption forms are available here:

[Exemption Application \(Form LW-10\)](#)

[Small Business Exemption Application \(Form LW-26\)](#)

[501\(c\)\(3\) Non-profit Exemption Application \(Form OCC/LW-28\)](#)

[Non-Coverage Determination Application \(Form OCC/LW-29\)](#)

(Rev. 01/18)

## **INSTRUCTIONS**

If exemption from the Living Wage Ordinance is **not** claimed, complete and return the enclosed compliance form.

If applying for an exemption from the Living Wage Ordinance, Respondent must complete and submit the appropriate exemption form and submit completed form with their response.



# **REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS**

## **SECTION II**

**Compliance Documents to be Completed and Submitted on [LABAVN.ORG](http://LABAVN.ORG)**

## **Section K**

### **Equal Benefits Ordinance And First Source Hiring Ordinance**

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Contractors are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (LARAMP) at [www.rampla.org](http://www.rampla.org). Contractors are responsible for creating an LARAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

#### **Equal Benefits Ordinance (EBO):**

Contractors are advised that any contract awarded pursuant to this procurement process will be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Contractors shall complete and submit the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit, available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org), prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP. The City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO/FSHO Affidavit. Contractors seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/equal-benefits-ordinance-ebo>

#### **First Source Hiring Ordinance (FSHO):**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, must comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Contractors shall complete and electronically sign the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org), prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first submitted on the City's RAMP.

Contractors seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/first-source-hiring-ordinance-fsho>.

(Rev. 04/22)

### **INSTRUCTIONS**

Respondent must complete and electronically sign the Equal Benefits Ordinance /First Source Hiring Ordinance Compliance Affidavit on [www.rampla.org](http://www.rampla.org).

## **Section L**

### **Disclosure Ordinances**

#### **(Slavery and Border Wall Contracting)**

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this procurement process will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

Contractors are required to complete a streamlined Disclosure Ordinances Compliance Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org).

Contractors are responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Compliance Affidavit. The affidavit can be found by navigating to the "My Business Profile" page and clicking on the "Compliance Documents" link.

The web form will be verified by the Bureau of Contract Administration (BCA) prior to contract execution.

Contractors seeking additional information regarding the requirements of the SDO an, DBWCO may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/slavery-disclosure-ordinance-sdo>.

(Rev. 01/20)

### **INSTRUCTIONS**

Respondent must complete and electronically sign the Disclosure Ordinances Affidavit on [www.rampla.org](http://www.rampla.org).

## **Section M**

### **Local Business Preference Program**

Per City of Los Angeles Ordinance No. 187121 and LAAC § 10.25, et seq., the City is committed to maximizing opportunities for local businesses and local small businesses in Los Angeles County, business entities working with the hardest-to-employ populations. It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The new Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. Criteria and instructions for participation in the LBPP are set forth herein.

(Rev. 08/2021)

### **INSTRUCTIONS**

Respondents interested in participating in the LBPP must complete a Local Business Enterprise (LBE), Local Small Business (LSB), and/or Local Transitional Employer (LTE) application. The required Applications/Renewals will only be accepted and processed through [www.rampla.org](http://www.rampla.org).

# PROPOSALS

(Pages LBPP-1 through LBPP-7)

## REQUEST FOR PROPOSALS - LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)

City of Los Angeles Ordinance No. 187121, Article 4, Sections 10.25, *et esq.*  
of the Los Angeles Administrative Code

Local Business Prime	8%
----------------------	----

Local Small Business	2%
----------------------	----

Local Transitional Employer	2%
-----------------------------	----

Or

Local Business Subcontractor (s)	Up to 5%
----------------------------------	-------------

NOTE: Local Business Preference Program information and/or assistance may be obtained through the [enter Awarding Authority contract information here].

## A. General

This program is subject to the policies and requirements established by the City Council and the City of Los Angeles (City) Mayor's Office. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County (County). It is the policy of the City to prevent unemployment, encourage an increase in local jobs, and create high road economic development. The Local Business Preference Program (LBPP) aims to benefit the City by increasing local jobs and expenditures within the private sector. The LBPP is set forth herein. Bidders should be fully informed of this program.

**Awarding Authorities shall opt out when the contract is funded by a grant or is federally funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. The Awarding Authority can also opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Finally, the Awarding Authority is entitled to determine at any time before the award of a contract that it is not in the City's best interest to grant a proposal preference to a qualifying Local Business. Failure to comply with the LBPP shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency.**

## B. Participation Criteria for Local Business Preference Program

To be eligible for participation in this program, the BCA/OCC requires that the prospective local business submit an affidavit attesting as such on the Regional Alliance Marketplace for Procurement Los Angeles (RAMPLA) website. An affidavit form is available to be downloaded on the RAMPLA website at <http://www.rampla.org>. Determination of qualification as a local business by any other entities, other than BCA/OCC, or by any other means other than submission of an affidavit on RAMPLA shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on RAMPLA as such prior to the proposal due date and time in order to participate in the LBPP. If an affidavit is submitted prior to the proposal deadline, but has not been verified by BCA/OCC, the Awarding Authority may request for the BCA/OCC to expedite the affidavit if the local business designation would result in a change of award recommendation. In this instance, the status as a local business will be based on the date the affidavit was submitted.

## C. Definitions

1. "Article" means the City of Los Angeles Ordinance No. 187121, Article 4, codified in Sections 10.25, *et seq.* of the Los Angeles Administrative Code.
2. "Awarding Authority" means the governing body, board, officer, or employee of the City authorized to award a Contract and includes a department that has control of its own funds if the department adopts policies consistent with the provisions of this article. The Proprietary Departments and the Departments of Recreation and Parks, and Library are strongly encouraged to adopt local preference programs consonant with the provisions of the Article.
3. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions. For procurement contracts this may include, but not be limited to, a Cash Discount, or Combined Award Discount.

4. "Cash Discount" means a reduction in the full cost of a good or service when payment is made within a specified period of time: e.g. 2% 10 net 30.
5. "Combined Award Discounts" (CAD) means the discount terms offered by a supplier and are usually expressed in percentages taken directly from the pricing totals of the bidders offering such a discount. CADs are applicable if the specification or bidding documents includes the CAD provision clause, it applies to more than one item or more than one group of items, and if the items included for CAD purposes are not cherry picked from a predefined group of items as set forth by the specifications or bid document.
6. "Contract" means a written agreement over \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of the City or its residents.
7. "Contractor" means the person; business or entity awarded the Contract by the Awarding Authority.
8. "Dealer" or "Supplier" means any Person who owns, operates, or maintains a store, warehouse, or other establishment in the County of Los Angeles in which the equipment, goods, or materials of the general character described in the Proposal specifications and required under the Contract are regularly sold or leased to the public from its own inventory or otherwise procured in the usual course of its business. A "Dealer" or "Supplier" does not include a packager, broker, manufacturer's representative, or other person who arranges or expedites a transaction without taking ownership of the finished or assembled equipment, goods or materials prior to the sale or lease to the City.
9. "Local Business" means a business entity that occupies work space within the County, is in compliance with all applicable City and County licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at minimum of 60 percent of their total, regular hours worked on an annual basis.
  - a. A business entity with multiple locations within the County, can aggregate 50 of its full-time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.
  - b. A business entity awarded a City contract under the LBPP, must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.
  - c. A joint venture must be a legally established entity and be certified as an LBE in order to participate in the LBPP. Individual LBE certification by one or more of the joint venture partners will not be considered sufficient to qualify for participation in the LBPP.

- d. A firm that is certified as a Local Small Business Enterprise (LSBE) with the Los Angeles County Office of Small Business will be verified as an LBE on RAMPLA upon request through the LBE affidavit, assuming the LSBE meets the certification qualifications.

D. Local Business Preference Program Participation Recognition

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive 8% preference credit to their proposal in excess of \$150,000.00.
2. Qualifying contractors who participate in the LBPP by also qualifying as a Local Small Business or Local Transitional Employer will receive an additional 2% preference credit for each additional certification to their proposal in excess of \$150,000.00.
3. A Local Business that is not eligible for the additional preference, but that identifies a Subcontractor(s) that is certified by the DAA as a Local Small Business or a Local Transitional Employer (LTE), shall receive up to a maximum of 2% preference for each additional certification. The additional preference under this subsection shall be applied as follows:
  - a. A Local Business that identifies a Subcontractor certified by the DAA as a Local Small Business shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.
  - b. A Local Business that identifies a Subcontractor certified as a Local Transitional Employer shall receive a 1% preference to the Proposal for every 10% percent of the cost of the proposed work to be performed by the qualifying subcontractor.
  - c. The Proposal must identify each Subcontractor, the proposed work of the Subcontractor, and the cost of the work for each Subcontractor.
4. A Proposal that does not qualify for the Local Business Preference may receive up to a 5% preference if it identifies a Subcontractor that is certified by the DAA as a Local Business, Local Small Business, or Local Transitional Employer.
  - a. The Proposal must identify each Subcontractor, the proposed work of the subcontractor, and the cost of the work for each Subcontractor.
  - b. The Subcontractor preference shall be applied to Proposals, where a 1% preference will be received for every 10% percent of the cost of the proposed work to be performed by the qualifying Subcontractor.
5. Preferences shall only be awarded to a Local Business when a minimum of two-thirds of the services provided under the contract are performed in Los Angeles County. Preferences shall only be awarded for equipment, goods or materials when the Local Business acts as a supplier or dealer (for a minimum of two thirds of the work), or designs, manufactures, or assembles the equipment, goods or materials, where a minimum of two thirds of the work, based on the dollar amount under the Contract, is performed in Los Angeles County.

6. The maximum combined preferences that may be awarded to a Proposal under this article shall not exceed 12% and the value of the combined preferences shall not exceed one million dollars.
7. A proposal preference does not reduce the contract amount.
8. In the event where a Local Business, bids on a City contract, and is determined by the Awarding Department, after the proposal deadline, to not qualify as a Local Business, the business will be eligible for the Local Business Subcontractor Preference of up to 5%, if it has identified a qualifying Local Subcontractor(s) to perform work under the contract.
  - a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.
  - b. It is the responsibility of the business registered on RAMPLA as a certified Local Business to inform BCA via email at [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org), that it no longer meets the certification criteria within 7 days of the change. Failure to do so shall be construed as a misleading and/or false statement.

#### E. Failure to Comply & Penalties

1. The penalties in this subsection may be assessed on any Contractor that:
  - a. Upon receipt of information believed by the Awarding Authority to be reliable and which indicates that the Local Business no longer qualifies as a Local Business, Local Small Business and/or Local Transitional Employer for more than 60 days during the entire time of the Contract, the Awarding Authority shall withhold or recover funds from the Contractor in an amount that represents the value of the proposal preference of the executed contract.
  - b. If for any reason the Local Subcontractor, providing the basis for a Local Subcontractor Preference, is unable to, or does not, perform the work under the Contract; the Contractor shall, within 60 days, replace that Local Subcontractor with another Local Subcontractor. If the Contractor is unable to replace the Local Subcontractor specified in the Contract with another Local Subcontractor within 60 days, the Awarding Authority shall be entitled to withhold or recover funds from the Contractor in an amount that represents the value of the Proposal Preference.
  - c. In the event that an investigation reveals that a business fraudulently represented itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall not be eligible for the Local Business status for up to five years from the date of disqualification. This also applies to any business that has received a preference, but fails to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

2. The Awarding Authority may impose the following remedies:
  - a. For proposals, the value of the proposal preference is determined by multiplying the percentage of the preference evaluation points awarded to the Contract dollar amount.
  - b. Additional costs and expenses to the City resulting from the Contractor's failure to comply with the Article.
  - c. Termination of all or part of the Contract.
3. Exception – Any Local Small Contractor that is found to have ascended to an income level that exceeds the maximum requirement of the certification qualifications as a Local Small Business during the execution of the Contract. In this instance, the Contractor's certification status will remain intact for the duration of the executed Contract. However, the executed Contract shall have no bearing on the Contractor's certification status for any future or pending bids, proposals, qualifications or quotes submitted for any other City contracting opportunities.

F. Complaints and Protests

1. All complaints and/or protests regarding qualifying local businesses and local subcontractors, including local small businesses and LTEs, claiming non-compliance by Awarding Authorities or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigations. Complaints must be accompanied by documentation which substantiates the complainant's allegations.
2. Any complaints that meet the criteria of No. 1 may be investigated by BCA/OCC in its role as the Designated Administrative Agency.

Submit complaints to:

**By Mail**                      **Bureau of Contract Administration**  
**Office of Contract Compliance**  
**Department of Public Works**  
**1149 South Broadway, Suite 300**  
**Los Angeles, CA 90015**

**By Email**                      **[bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org)**

# **REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS**

## **SECTION III**

**Required Documents Prior to Award of Contract**

## Section N

### Contractor Responsibility Ordinance Pledge of Compliance

Los Angeles Administrative Code § 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three (3) months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, must comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any of its subcontractor(s), must submit the Pledge of Compliance with Contractor Responsibility Ordinance.

Further information regarding the requirements of the ordinance is available at:  
<https://bca.lacity.org/Ordinances>

### **INSTRUCTIONS**

If recommended for an award of contract, prior to the award of a City contract, Respondent **MUST complete and submit** the [Pledge of Compliance with Contractor Responsibility Ordinance](#).

This form is not required with the Response and need not be attached to the Response.

**Section O**

**Certification of Compliance with the Americans with Disability Act**

The City is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. Section 12131 et seq. Respondents awarded a contract through this procurement process must comply with the Americans with Disabilities Act and execute the Certification of Compliance with the Americans with Disabilities Act prior to the execution of a contract.

**INSTRUCTIONS**

If recommended for an award of contract, prior to the award of a City contract, Respondent **MUST complete and submit** the enclosed Certification of Compliance with the Americans with Disabilities Act.

This form is not required with the Response and need not be attached to the Response.

# CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## Section P

### Insurance Requirements: Workers' Compensation, General Liability, Auto Liability

The Respondent, prior to the execution of a City contract, must furnish the City evidence of insurance Coverage as set forth in **Exhibit 1** of the **Standard Provisions for City Contracts**, which is located in **Section IV.W**. City may require the respondent to have fidelity, surety bond, performance bond, or letter of credit to ensure satisfactory performance during the term of contract. Such requirements are also included in the Exhibit 1 of the Standard Provisions for City Contracts. Furthermore, the contractor will also be required to indemnify the City in accordance with the provisions set forth in PSC-18 of the Standard Provisions for City Contracts.

(Updated 3/18)

### **INSTRUCTIONS**

If recommended for an award of contract, prior to the award of a City contract, Respondent **MUST** request their Insurance Broker/Agent to complete an Acord 25 Form (Certificate of Liability Insurance) with the required minimum limits set by Exhibit 1 (Form Gen 146) of Standard Provisions for City Contracts and submit to CAO Risk Management via <https://kwikcomply.org>.

This form is not required with the Response and need not be attached to the Response.

## Section Q

### Business Tax Registration Certificate

The City of Los Angeles requires all firms and individuals doing business within the City of Los Angeles to obtain the necessary Tax Registration Certificate(s) and pay City business taxes. All firms and individuals that conduct business with the City of Los Angeles will be required to provide a Business Tax Registration Certificate (BTRC) number or an exemption number as proof of compliance with the City's business tax requirements in order to receive payment for goods or services. To register for a BTRC, go to the Office of Finance website at <http://finance.lacity.org/>.

### **INSTRUCTIONS**

If recommended for an award of contract, prior to the award of a City contract, if Respondent does not have a valid BTRC, Respondent **MUST** apply and obtain a BTRC number from the Office of Finance and submit one of the following.

- Copy of your City of Los Angeles "Business Tax Registration Certificate"
- Copy of your City of Los Angeles "Application for Tax Registration Certificate" or Vendor Registration Number, or
- Copy of your City of Los Angeles "Business Tax and/or Carnival Police Permit Exemption Application"

The BTRC is not required with the Response and need not be provided with the Response.

**Section R**

**Internal Revenue Service Form W-9**

**Request for Taxpayer Identification Number and Certification**

The City of Los Angeles requires all firms and individuals doing business with the City of Los Angeles to complete a Form W-9, as required by the Internal Revenue Service (IRS), in order for the City to conduct financial transactions with said entities, such as returning proposal deposits, or processing payments.

Further information regarding the requirements is available at:

<https://www.irs.gov/forms-pubs/about-form-w-9>

**INSTRUCTIONS**

If recommended for an award of contract, prior to the award of a City contract, Respondent **MUST complete and submit [IRS Form W-9](#)**.

The Form W-9 is not required with the Response and need not be provided with the Response.

## **Section S**

### **Financial Guarantee**

#### **Performance Bond, Letter of Credit, Etc.**

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

### **INSTRUCTIONS**

If a Performance Bond is requested upon the notice of award of the contract, the Respondent will have ten (10) days to submit proof of the Performance Bond. Refer to the language in the solicitation for instructions on how to submit proof of the Performance Bond.

The Performance Bond is not required with the Response and need not be provided with the Response.

# **REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS**

## **SECTION IV**

### **City Contract Compliance Requirements**

## **Section T**

### **Non-Discrimination, Equal Employment Practices, and Affirmative Action (Non-Construction and Construction)**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

Respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

(Updated 6/16)

**Section U**

**Contractor Evaluation Ordinance**

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

**Section V**

**Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance**

Any contract awarded pursuant to this procurement process will be subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Respondents seeking additional information regarding the requirements of the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

(Rev. 06/18)

**Section W**

**Standard Provisions for City Contracts**

Any contract awarded pursuant to this procurement process will be subject to the Standard Provisions for City Contracts: [Current Version \(Rev. 9/22 \[v.1\]\)](#)

**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

**STANDARD PROVISIONS FOR CITY CONTRACTS**

**TABLE OF CONTENTS**

**PSC-1**    Construction of Provisions and Titles Herein..... 1

**PSC-2**    Applicable Law, Interpretation and Enforcement..... 1

**PSC-3**    Time of Effectiveness..... 1

**PSC-4**    Integrated Contract ..... 2

**PSC-5**    Amendment..... 2

**PSC-6**    Excusable Delays..... 2

**PSC-7**    Waiver..... 2

**PSC-8**    Suspension ..... 3

**PSC-9**    Termination ..... 3

**PSC-10**    Independent Contractor ..... 5

**PSC-11**    Contractor’s Personnel..... 5

**PSC-12**    Assignment and Delegation ..... 6

**PSC-13**    Permits..... 6

**PSC-14**    Claims for Labor and Materials ..... 6

**PSC-15**    Current Los Angeles City Business Tax Registration Certificate Required .... 6

**PSC-16**    Retention of Records, Audit and Reports..... 6

**PSC-17**    Bonds..... 7

**PSC-18**    Indemnification ..... 7

**PSC-19**    Intellectual Property Indemnification ..... 7

**PSC-20**    Intellectual Property Warranty..... 8

**PSC-21**    Ownership and License..... 8

**PSC-22**    Data Protection ..... 9

## TABLE OF CONTENTS (Continued)

<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>
<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>PSC-44</b>	<u>COVID-19</u> .....	<b>15</b>
<b>PSC-45</b>	<u>Contractor Data Reporting</u> .....	<b>15</b>

**Exhibit 1 Insurance Contractual Requirements..... 16**

## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: 06/30/2023

Agreement/Reference: RFP: For Transit Marketing Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory  
EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers  
 Jones Act

**General Liability** City of Los Angeles must be named as additional insured

\$1,000,000

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

Advertising Liability \_\_\_\_\_

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

\$1,000,000

\_\_\_\_ **Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

\_\_\_\_ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ **Pollution Liability**

\_\_\_\_\_

\_\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

\_\_\_\_ **Crime Insurance**

Other: A. Umbrella Liability = \$1 Million

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 15. Forms: Cost Component Forms

Form C-1 Questionnaire

Form C-2 Proposer's Past Projects and Experience

Form C-3 Additional Proposer References

Form C-4 Financial Background

Form C-5A Transit Marketing Services Cost Component Form

Form C-5B Transit Marketing Services Proposed Fee Schedule

Form C-5C Back-up Documentation for Labor Costs

# FORMS

## INSTRUCTIONS FOR COST COMPONENT FORMS

- Form C-1 Questionnaire
- Form C-2 Proposer's Past Projects and Experience
- Form C-3 Additional Proposer References
- Form C-4 Financial Background
- Form C-5A Transit Marketing Services Cost Component Form
- Form C-5B Transit Marketing Services Proposed Fee Schedule
- Form C-5C Back-up Documentation for Labor Costs

## **PROPOSAL INSTRUCTIONS FOR COST COMPONENT FORMS**

Note: All information on Proposal Forms must be provided according to the following instructions to be considered a responsive proposal.

- A. All cost information and proposals shall be based on the type of service to be provided and the associated operating requirements as specified in the Request for Proposal.
- B. Proposers must complete Form C-1. All proposals shall be accompanied by the statement of an individual authorized to bind the offer, to the effect that all work shall be performed for the quoted prices, which will become the fixed price upon completion of contract negotiations. This statement must be attached to Form C-1.
- C. Proposers must complete Forms C-1 through C-5C and submit them with their proposals. Failure to complete and submit Forms C-1 through C-5C with the proposal will cause the proposal to be considered nonresponsive.
- D. All proposed costs are to be in United States Dollars.
- E. Proposers are to include Transit Marketing Services Program Costs on Form C-5A. Proposers are to include component costs for each scope of work item.
- F. Proposers are to include all Start-up and project administration costs on Form C-5A
- G. Proposers are to list all staff positions that would be performing work on this project on Form C-5B.

**FORM C-1 QUESTIONNAIRE**

1. Legal name of proposer:

---

2. Mailing address of proposer for purposes of notice or other communication relating to the proposal:

---

---

---

---

3. Contact person, job title, telephone number, and email address:

---

---

---

---

4. Has your company been terminated from a contract in the past ten (10) years?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please provide name of client and explanation.

---

---

---

---

5. If selected, you intend to carry on the business as:

Sole Proprietor \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Sub-Contractor \_\_\_\_\_ Joint Venture \_\_\_\_\_ Limited Liability Company \_\_\_\_\_

Other, please specify below \_\_\_\_\_

---

---

---

---

---

**FORM C-2 PROPOSER'S PAST PROJECTS AND EXPERIENCE**

Describe each entity for which similar services, as described in this RFP, were provided by your firm during the past three (3) years. Please make additional copies of this form as needed to identify all clients.

1. Type of Service Provided: \_\_\_\_\_

2. Provided Service as the: Prime Contractor \_\_\_\_\_ Sub-Contractor \_\_\_\_\_

3. Names of other contractors involved and services they provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Project Manager/Contact Person(s): \_\_\_\_\_

Job Title(s): \_\_\_\_\_

Current Phone number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ x \_\_\_\_\_

Current email address: \_\_\_\_\_

5. Service Contract Dates: \_\_\_\_\_

Days and hours of Operation: \_\_\_\_\_

Annual Gross Revenues Collected: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

**FORM C-3 ADDITIONAL PROPOSER REFERENCES**

Proposers may provide additional clients not listed in Form C-2 for City consideration in evaluating the experience with a similar size and scope of work as outlined in Section 4 of the RFP. Please make additional copies of this form as needed.

Type of Service Provided: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Manager/Contact Person(s): \_\_\_\_\_

Current Phone number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ x \_\_\_\_\_

Current email address: \_\_\_\_\_

Service Contract Dates: \_\_\_\_\_ to \_\_\_\_\_

---

Type of Service Provided: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Manager/Contact Person(s): \_\_\_\_\_

Current Phone number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ x \_\_\_\_\_

Current email address: \_\_\_\_\_

Service Contract Dates: \_\_\_\_\_ to \_\_\_\_\_

**FORM C-4 FINANCIAL BACKGROUND**

All information requested below must be furnished by the Proposer and must be submitted with the proposal. Statements must be complete, accurate, and in the format requested. Omission, inaccuracy, or misstatement may be cause for the rejection of the proposal. Additional sheets may be attached hereto as necessary.

**1. Financial Statements**

Attach financial statements, including balance sheets and income statements prepared by an independent certified public accountant for the past three (3) years, to reflect the financial condition of the Proposer.

**2. Surety Information**

Has your business ever had a bond or surety canceled or forfeited? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, attach a statement naming the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

**3. Bankruptcy Information**

Has your business ever filed for bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No

Has your business ever been declared bankrupt? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, complete the following:

<u>Date</u>	<u>Court Jurisdiction</u>	<u>Amount of Liabilities</u>	<u>Amount of Assets</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**4. Pending Litigation**

Attach detailed information regarding any litigations, liens, or claims involving any participant in this proposal.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FORM C-5A TRANSIT MARKETING COST COMPONENT FORM**

This form identifies the key cost components for the operation of this service. This cost information will be used in the evaluation of proposals, and at a later date as additional data to document the costs.

Tasks	Year 1		Year 2		Year 3	
	Labor Cost	Direct Cost	Labor Cost	Direct Cost	Labor Cost	Direct Cost
<b>START UP COST</b>						
Cost Incurred to Start the Contract						
<b>ADMINISTRATIVE COSTS</b>						
Project Admin and Management						
<b>MARKETING STRATEGY DEVELOPMENT AND EXECUTION</b>						
Market Research And Surveys						
Marketing Collateral Design/Production						
Design And Production Of Maps/Schedules And Transit User Information						
Creation Of Ladot Public Presentation Materials						
Translation Services						
Advertising Media Purchase And Ad Placement						
<b>BRANDING SERVICES</b>						
Branding Development And Maintenance						
Transit Vehicle Branding						
Bus Information Decal Design And Upkeep						
Design And Coordination Of Bus Stops And Wayfinding Signage						
Tap Card Design						
Copyright/Trademark Services						
Production And Printing Coordination						
Photography And Videography						
<b>PUBLIC AND COMMUNITY COMMUNICATION/OUTREACH</b>						
Public And Community Relations						
Website Management, Upkeep, And Monitoring						
Social Media Content And Strategy						

Ladot Mobile Ticketing Integration						
Total Cost Per Year						
<b>SIGNS AND MAINTENANCE</b>						
Item 1						
Item 2						
Item 3						
Item 4						
Item 5						
3 Year Total (Labor and Direct Costs)						

\*All labor costs shall include all management and non-management staff.



